



CITY OF LONG BEACH

OFFICE OF CANNABIS OVERSIGHT

411 West Ocean Boulevard 10th Floor • Long Beach, CA 90802 • (562) 570-5250

August 26, 2019

JILLIAN XAVIER
645 CHESTNUT AVE APT 115,
LONG BEACH, CA 90802

RE: Cannabis Social Equity Program Verification Letter

Dear JILLIAN XAVIER,

Congratulations! You have been verified as an Equity Applicant for the Cannabis Social Equity Program. The Office of Cannabis Oversight (OCO) has determined that you meet the eligibility criteria pursuant to Long Beach Municipal Code Chapter 5.92.

You may now apply for an adult-use cannabis business license as an Equity Business. As an Equity Business, you are now eligible for benefits and assistance to navigate the City's adult-use cannabis application process. To proceed, please follow the next steps below:

- Step 1.** Visit www.longbeach.gov/cannabisbusiness to get familiar with the cannabis business license application process.
- Step 2.** Schedule a 1-hour workshop with the OCO to receive application assistance, including how to prepare and submit an adult-use cannabis business license application and strategies on how to minimize delays and increase opportunities for approval at each stage of the application process. To schedule a workshop, please contact the OCO at (562) 570-5250 or email us at angie.maina@longbeach.gov. Workshops are optional; if you do not wish to schedule a workshop, please proceed to step 3.
- Step 3.** Submit an adult-use cannabis business license application. Please include the following documents with your adult-use cannabis business license application to verify your status as an Equity Business Owner:
 - Verification letter issued to you by the OCO (**this letter**) and;
 - Signed Verification of Equity Business Ownership form (**see second email attachment**).

Once your status as an Equity Business has been verified, you will receive the following application benefits and assistance:

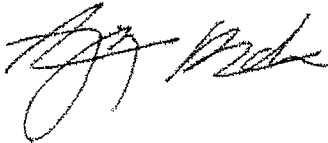
- **Fee waivers.** You will have the fees of applying for an adult-use cannabis business license waived in the first year of operation. This includes the application review fee, background investigation fee, first year regulatory fee,

and ongoing social equity program fee and amounts to a savings of approximately \$6,000.

- **Expedited application review and plan check.** Your adult-use cannabis business license application will receive priority application review and facility plan check review, thereby, allowing you to move quicker through the application process.
- **Cultivation tax deferrals.** All applicants for a cannabis cultivation business license are required to make an initial tax payment prior to issuance of a business license. As an Equity Business applying for a cultivation cannabis business license, you may pay the first year's taxes on a monthly payment plan, allowing you the opportunity to generate revenues to offset the costs of the monthly tax payments.

If you have any questions regarding applying for a cannabis business license as an Equity Applicant, please contact the Office of Cannabis Oversight at (562) 570-5250 or email us at angie.maina@longbeach.gov.

Sincerely,



Ajay Kolluri
Cannabis Program Manager

\$1,000,000!

Take note that the startup costs of marijuana testing companies are higher than those for other cannabis businesses. Testing equipment alone can cost as much as **\$1,000,000!** That's why equipment acquisition can cause cash flow problems if you don't do it properly.

Guide on Starting a Marijuana Testing Lab - Trust Capital

 www.trustcapitalusa.com/blog/guide-on-starting-a-marijuana-testing-lab

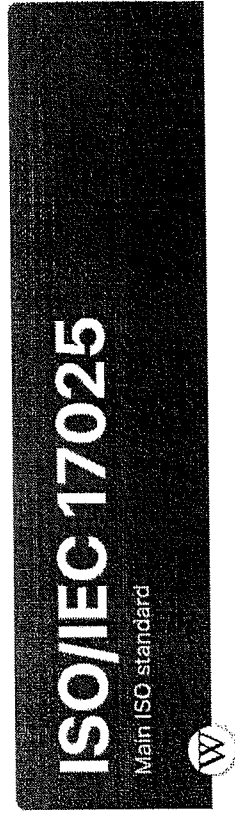
\$700,000

A testing equipment will cost approximately **\$700,000** depending on productivity. Additional costs include but aren't limited to buildings, licensing, or the infrastructure, materials and wages for chemists and laboratory technicians that will be needed to operate that equipment. Cannabis Testing Techniques

Cannabis Testing Laboratory Business Plan

📄 cannabisbusinessplans.com/cannabis-testing-laboratory-business-plan/

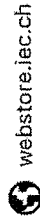
USD 300,000



ISO/IEC 17025 General requirements for the competence of testing and calibration laboratories is the main ISO/IEC standard used by testing and calibration laboratories. In most countries, ISO/IEC 1702...

ISO 17025 accreditation costs depend on many factors, such as lab location, size, accreditation scope, and the cost of equipment or software necessary to pursue the accreditation. A 2017 Survey report published by the Association of Public Health Laboratories (APHL) reports that the median cost for ISO 17025 accreditation among labs in the food industry is around **USD 300,000**.

ISO 17025 Accreditation for Product Testing Labs: A Complete ...
✓ www.compliancegate.com/iso-17025-guide/



webstore.iec.ch

Data: Wikipedia
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Feedback



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DIRECT GRANTS PROGRAM

The City of Long Beach Direct Grants Program provides financial assistance to eligible equity applicants and equity businesses to gain entry into, and successfully operate in, the regulated cannabis marketplace. The purpose of direct grants is to offset non-City costs associated with completing each phase of the cannabis business license application and permitting process.



ELIGIBILITY REQUIREMENTS

To participate in the direct grants program, the following eligibility requirements must be met:

- **Qualify as an Equity Applicant** - To qualify as an Equity Applicant, you must have received a *Cannabis Social Equity Program Verification Letter* issued by the Office of Cannabis Oversight (OCO). For more information on how to qualify, please click [here](#).
- **Qualify as an Equity Business** - To qualify as an Equity Business, you must have submitted an adult-use cannabis business license application to the City and received a *Verification of Equity Business Status Letter* issued by the Business License Division. For more information on how to qualify, please click [here](#).

CANNABIS BUSINESS LICENSING DIRECT GRANT MILESTONES

Equity Applicants and Equity Businesses who complete the following cannabis business licensing direct grant milestones are eligible to receive the grant amounts associated with each milestone.

Direct grants funding has been made available through the State of California, Governor's Office of Business and Economic Development (GO-Biz). The requirements to qualify for each milestone and/or grant amount may vary.

The City of Long Beach reserves the right to adjust or change direct grant milestones and grant amounts at any time to ensure that grant funds are continuously available in the areas that need it the most. **Any changes to the grant milestones, GO-Biz amounts available will be posted in the 'Important Updates' section of this webpage.**

Cannabis Business Licensing Direct Grant Milestones	Grant Amount Available
Pre-Application Milestone A: Equity Status Verification Issued Before July 23, 2020	\$5,000
Pre-Application Milestone B: Equity Workshop Scheduled or Attended Before July 23, 2020	\$5,000
Milestone #1: Cannabis Business License Application Review	\$100,000
Milestone #2: Completion of Conditional Use Permit (CUP) or Administrative Use Permit (AUP) Process	\$80,000
Milestone #3: Submittal of Facility Architectural Plans	\$85,000
Milestone #4: Issuance of Building Permit	\$80,000
Milestone #5: Final Building Sign-Off or Issuance of Certificate of Occupancy	\$20,000
Milestone #6: Issuance of Cannabis Business License	\$80,000
Total Possible Grant Funding (excluding pre-application milestones)	\$445,000

IMPORTANT UPDATES ON GO-BIZ GRANT FUNDING:

- Effective October 16, 2021, Milestones #1 - #4 have been updated to include all previously available

CANNABIS PROGRAM MENU

New Policy Initiatives

Office of Cannabis Oversight

Cannabis Social Equity Program

» Open an Equity Business

» Direct Technical Assistance

» Get a Job in Cannabis

» Community Reinvestment

» Fresh Start Program

Cannabis Business Information

Health & Cannabis

Helpful Resources

Contact Us



SIGN-UP FOR UPDATES



FILE A COMPLAINT

August 17, 2020

JILLIAN XAVIER
645 CHESTNUT AVE 115
LONG BEACH, CA 90802

RE: Cannabis Social Equity Program Direct Grants Application: Applicant #009

Dear Applicant:

Congratulations! Your cannabis social equity direct grants application has been approved and you are eligible to receive a total of **\$10,000** for completion of the following cannabis business licensing direct grant milestones:

X	Pre-Application Milestone A: Equity Status Verification Issued Before July 23, 2020	\$5,000
X	Pre-Application Milestone B: Equity Workshop Scheduled or Attended Before July 23, 2020	\$5,000
	Milestone #1: Cannabis Business License Application Review	\$20,000
	Milestone #2: Completion of Conditional Use Permit (CUP) or Administrative Use Permit (AUP) Process	\$20,000
	Milestone #3: Submittal of Facility Architectural Plans	\$35,000
	Milestone #4: Issuance of Building Permit	\$50,000
	Milestone #5: Final Building Sign-Off or Issuance of Certificate of Occupancy	\$20,000
	Milestone #6: Issuance of Cannabis Business License	\$80,000

The City is currently processing your W-9 and other related forms required to issue payment of the approved direct grant amount. Payment will be issued in the form a check that will be made to the following name and address listed under Section E of your cannabis social equity direct grants application:

Name: Jillian Lisa Xavier
Address: 645 Chestnut Ave #115
Long Beach, CA 90802

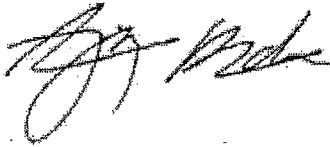
From receipt of this notice, please allow approximately 10 business days for payment to be issued. The City will send an email notification to you once payment has been issued and is scheduled to be mailed out.

Note: Grant funds may only be used to cover costs associated with obtaining a cannabis business license. All expenditures are subject to audit by the City. Any funds not used for the expressed purpose of obtaining a cannabis business license must be returned to the City of Long Beach.

Applicants are responsible for maintaining the mailing and email addresses listed on their application and monitoring mail or email. Applicants must immediately notify the City of any changes to the listed mailing or email addresses.

If you have any questions regarding, please call (562) 570-5250 or email us at marijuanaenforcement@longbeach.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ajay Kolluri', written in a cursive style.

Ajay Kolluri
Assistant to the City Manager



Lab Testing Grant Funding Amounts

State License Type	Milestone 1 Securing Business Location	Milestone 2 Drawing Up Plans	Milestone 3 Starting Construction	Milestone 4 Opening Your Business
Type 8: Lab Testing	Contingent on Business Plan, LOI terms, location and zoning requirements.	Up to \$17,500	Up to \$100,000	Up to \$30,000

Square Feet	Milestone 1* Securing Business Location	Milestone 2* Drawing Up Plans	Milestone 3** Starting Construction	Milestone 4** Opening Your Business	Total (Excluding Milestone 1)
Type 8: Lab Testing					
501-1,000	Contingent on Business Plan, LOI terms, location and zoning requirements.	\$5,000.00	\$25,000.00	\$5,000.00	\$35,000.00
1,001-2,000	Contingent on Business Plan, LOI terms, location and zoning requirements.	\$7,500.00	\$40,000.00	\$10,000.00	\$57,500.00
2,001-3,000	Contingent on Business Plan, LOI terms, location and zoning requirements.	\$10,000.00	\$55,000.00	\$15,000.00	\$80,000.00
3,001-4,000	Contingent on Business Plan, LOI terms, location and zoning requirements.	\$12,500.00	\$70,000.00	\$20,000.00	\$102,500.00
4,001-5,000	Contingent on Business Plan, LOI terms, location and zoning requirements.	\$15,000.00	\$85,000.00	\$25,000.00	\$125,000.00
5,001+	Contingent on Business Plan, LOI terms, location and zoning requirements.	\$17,500.00	\$100,000.00	\$30,000.00	\$147,500.00

*Based upon the suite/building square footage

**Based upon the square footage of the space utilized for the particular cannabis activity as indicated on the approved architectural plans

Valencia Maria Mota, MPA
Cannabis Program Specialist
 Pronouns: She, Her, Hers

Office of the City Manager | Office of Cannabis Oversight
 411 W. Ocean Blvd, 10th Floor | Long Beach, CA 90802
 Office: (562) 570-5250

**CITY OF
 LONG BEACH**

Sign up for Cannabis Updates!



Griggs Mitchell & Assoc.
5100 Wilshire, Ste 409
Los Angeles, CA 90036
Ph (310) 341-3096
www.jmtchell@griggsandmitchell.com

June 8, 2022

**Cannabis Retail Conversion
Tenant Improvements
2226 E. Anaheim Ave.
Long Beach, CA 90804**

Re: Contract for Design Services

Dear Mrs. Xavier:

The following is our proposed fee breakdown as requested, for design services for the construction documents for the **Cannabis Retail Conversion, Tenant Improvements, 2226 E Anaheim Ave, Long Beach, CA 90804. One (1) signed contract will be required to begin this project.** This proposal is valid for 30 days.

A: The Architectural Scope includes:

1. Schematic Design:

Develop mock-up set and drawing index for the anticipated Construction Documents drawings. As much as possible, the drawing scale and a reasonable block-out of referenced details will be provided:

- Project summary and narrative.
- Site and code analysis.
- Existing and proposed site plans.
- Floor plans for every level.
- Multiple building sections. (if required)
- Building elevations. (if required)
- Assist Owner with draft budget

2. Design Development Phase:

Develop and refine approved Schematic Design Documents to include design details and material selections. Coordinate the development of design documents with Owner's consultants:

- Site Plan details: property lines, street lines, sidewalks, setbacks, and utilities (survey required from Owner to accurately complete)
- Coordinate Landscaping with Owner's consultant (if required)
- Demolition plan
- Floor plans for every level: match lines
- Roof plan (if required)
- Multiple building sections: finish grade, floor heights, ceiling heights
- Building elevations: All materials noted including doors, windows, and exterior finishes (if required)
- Casework called out
- Interior Elevations (if required)
- Large scale details
- Coordinate and determine all major utilities with GMA consultants:
 - Mechanical
 - Electrical
 - Plumbing
 - Energy Report
- Coordinate with Owner's specialty consultants (if required)
- Building cores (stairs, elevators, toilets, shafts, etc) dimensioned
- Draft schedules: rooms, doors, windows
- Further developed draft budget with the assistance of Owner's consultants

3. Construction Documents Phase:

After approved Design development, GMA will provide complete final documents necessary to secure building permits, accurate contractor pricing, and construction of the project. We will coordinate final construction documents with Owner's consultants:

- Site Plan details: property lines, street lines, sidewalks, setbacks, and utilities (survey required from Owner to accurately complete)
- Coordinate Landscaping with Owner's consultant
- Demolition plan
- Floor plans for every level: match lines, gridlines, dimensions, symbols, and references
- Roof plan: Identify all systems on roof, finish material, and drainage
- Signage: ADA and etc
- Multiple building sections: finish grade, floor heights, ceiling heights

- Building elevations: All materials noted including doors, windows, and exterior finishes
- Casework details and dimensions
- Interior Elevations (if required)
- Large and small scale details
- Coordinate final design of utilities with GMA consultants:
 - Mechanical
 - Electrical
 - Plumbing
 - Energy Report
- Coordinate final design with Owner's consultants
- Coordinate with Owner's specialty consultants (if required)
- Building cores (stairs, elevators, toilets, shafts, etc) dimensioned
- Final schedules: rooms, doors, windows

3. Construction Administration Phase:

To be determined, but can include:

- Progress photos
- Field reports
- Change orders
- Review and approval of contractor payments based on Schedule of Values
- Substantial Completion Inspection
- Punch list
- Final Completion Inspection

B: Assumptions:

1. The following drawings/information/reports to be provided by Client at Notice to Proceed:
 1. Site Survey
 2. Business Operation Statement
2. No Street Improvement Design or Permitting is required
3. Plan Review and Permit fees paid by Owner

C: Exclusions:

The following services are not included in this project. They can be provided by written modification to this agreement.

1. Engineering or Design Consultants
2. Hazardous Materials Investigation or Abatement
3. Field Surveying and Monumentation
4. Site Soils Investigation
4. Special Studies
5. Construction Certification or Testing (i.e. Civil, Landscape, or Structural)
6. Fire Sprinkler Design and Permitting
7. Project Manuel and CSI Specifications

D: Fees:

The GMA compensation is conditioned on the time to complete services not exceeding 6 months. Should the time to complete services be extended beyond this period, total compensation to GMA shall be appropriately adjusted.

We estimate the cost to provide the design services described above as follows:

1. Retainage: _____ \$ 3,000.00
2. Schematic Design Phase: _____ \$ 2,625.00
3. Design Development Phase: _____ \$ 4,704.00
4. Construction Documents Phase: _____ \$ 6,750.00
5. Construction Administration Phase: _____ Hourly (Rate Schedule below)

E: Payment Terms:

Our services would be billed as follows:

1. Retainage:
 1. 100% due upon contract execution.
2. Schematic Design Phase:
 1. 100% due upon issuance of Schematic Design documents.
3. Design Development Phase:
 1. 100% due upon issuance of Design Development documents.

4. Construction Document Phase:
 1. 100% due upon issuance of Construction Documents.
5. Construction Administration Phase:
 1. 100% due 30 days after issuance of invoice for services.

F: Reimbursable expenses shall include:

1. Reproduction of drawings, copying, etc.
2. Postage and handling of drawings and/or other pertinent documents.
 (i.e., messenger/special delivery methods).
3. Renderings and models as requested by *Owner*.
4. Photographic Processing.
5. Additional meetings above standard design document review meetings with the *Owner*.
6. Permit Fees
7. Travel Expense
8. Land Use/Ownership Map (500' Radius)
9. Property Owner's/Tenant List

G: Basic Services:

Design Documents Phase

GMA will provide the services described above for the Cannabis Retail Conversion, Tenant Improvements, 2226 E Anaheim Ave, Long Beach, CA 90804, consisting of documents setting forth in detail the requirements for construction of the project.

Basic services shall include **normal** City Plan review & corrections as part of base fee. However, no portion of base fee shall be withheld as a condition of this proposal/contract. Issues related to existing non-conforming uses, Owner's consultants, special exceptions, variations etc., as they relate to the zoning ordinance and/or building department.

The completed design documents will enable the *Owner* to solicit construction contracts and for *GMA* to assist the *Owner* in approvals by City Building & Safety. We anticipate the process will take approximately 90 to 180 days. This time frame is an estimate only and shall be taken as such. Actual time for the approval process is controlled by the City and may be affected by various factors beyond the control of *GMA*. *Owner shall be responsible for all City Plan Review and Permit Costs.*

H: Terms and Conditions:

1. **ENTIRE AGREEMENT** This Agreement is the offer of cs design (herein referred to as “the Architect”), to perform the consulting services described above (herein referred to as “the Agreement”). Acceptance by the Client is strictly limited to the Agreement, which when acknowledged in writing, is authorization to proceed. The Client is defined as the person or business entity signing the Agreement authorizing the Architect to proceed. This Agreement supersedes all prior written proposals and/or negotiations not referenced herein between the parties and is expressly conditioned upon the Client’s agreement of the Terms and Conditions hereof. This Agreement may only be modified in writing executed by both parties.
2. **SERVICES TO BE PERFORMED** The services to be performed are described in the preceding Agreement. Unless otherwise specified, the Architect shall furnish all technical and professional services, including labor, materials, supplies, equipment, transportation and supervision to perform all tasks listed in the Proposal.
3. **COMPENSATION Fee.** The attached Proposal describes the tasks, phases and compensation terms. **Terms of Payment.** Invoices shall be submitted upon completion of a phase or monthly based on percentage complete at that time. Payments are due upon the Client’s receipt of invoice. **Payments Withheld.** No deductions shall be made from the Architect’s compensation on account of penalty, liquidated damages or other sums withheld from payments to the contractor(s), or on account of the costs of changes in the contractor’s services other than those which the Architect is adjudged to be liable. **Suspension.** If any payment is more than thirty (30) days past due, the Architect may, after giving seven (7) days written notice to the Client, suspend services under this Agreement until the Architect is paid in full all amounts due for services, expenses, and other charges. Additionally, in the event of suspension, the Client shall waive all rights, claims, etc. which it might otherwise have against the Architect as a direct or indirect result of such suspension. **Hourly Rate sheet is attached below.**
4. **4. ADDITIONAL SERVICES** All Additional Services shall be approved by the Client and the Architect in writing prior to proceeding. The following are Additional Services that are not specified above and are considered beyond the Basic Architectural Services. **Master Planning.** The Architect may assist the Client in developing and preparing a long term Master Plan. All work associated with the Master Plan, including all preliminary design work, shall be considered an Additional Service. **Construction Management Services.** The Architect may assist the client in selecting a team of contractors to construct the Project, scheduling the work of the contractors and managing the construction process. Construction Management Services shall be considered Additional Services. **Redesign to meet Project Budget Costs.** The Client is responsible to establish Project Budget Costs and obtain required cost estimates. If the Architect is not contracted to provide Cost Estimating services, the Architect shall not be liable to redesign to meet the project budget costs. If redesign is required due to revised or miscalculated project budget costs furnished by a party other than the Architect, the time required shall be considered Additional Services. **Public Hearings / Municipal Filings.** In the event a Public Hearing is required for a municipal agency (Zoning Board of Appeals, Planning Board, Architectural Review Board, etc.), the

Architect shall invoice the Client on an hourly basis for both the preparation and time spent at the meeting. **Interior Design Services.** The Architect may assist the Client in the selection of plumbing fixtures, plumbing fittings, hardware, appliances, kitchen cabinets, decorative lighting, tile, stone slabs, furniture, fabric, carpets, paint colors, artwork, accessories, etc. Interior Design Services shall be considered Additional Services. **Built-in Woodwork.** The Architect may design built-in woodwork, such as bookshelves, audio/video cabinets, window seats, computer workstations, etc. The design of such built-in woodwork shall be considered Additional Services. **Purchasing through the Office of the Architect.** Products and materials such as plumbing fixtures, plumbing fittings, hardware, appliances, kitchen cabinets, decorative lighting, tile, stone slabs, furniture, fabric, carpets, paint, artwork, accessories, etc., may be purchased through the office of the Architect. The full trade discount, as applicable, shall be forwarded to the Client. A purchasing coordination and handling fee of twenty percent (20%) shall be applied to the cost of all items purchased through the office of the Architect. **3D Modeling.** The Architect may develop and prepare a three dimensional computer model and/or physical scale model of the proposed project for the Client. All 3D modeling shall be considered Additional Services. **Engineering.** Based upon the particular needs of the Client, engineering services may be required for heating, air conditioning, electrical, plumbing, structural calculations, site planning, grading, septic systems and/or fire suppression. Engineering services are not included in this Agreement unless stated otherwise in the Proposal for Pre-Design and Basic Architectural Services. If Engineering Services are incorporated into the Basic Architectural Services, and it has been determined that the Engineer (or consultant) has made an error or omission, the Client shall seek legal remedy from the Engineer (or consultant) directly, without participation by the Architect. **Coordination of Consultants' and/or Client's Work.** Any coordination of Work performed directly by the Client or work performed by consultants hired by the Client, including but not limited to structural engineers, mechanical engineers, kitchen designers, landscape designers, interior design consultants, audio/video consultants, lighting designers, etc., shall be considered Additional Services. **Fees for Additional Services.** The Architect may provide Additional Services beyond those listed in the Proposal for Pre Design and Basic Architectural Services by a negotiated sum or on an hourly basis. The Architect's hourly rates and fees are valid for twelve (12) months from the date listed on the Proposal for Pre-Design: Architectural Services and shall be increased five percent (5%) on the first day of the thirteenth month to reflect market conditions, employee benefits and salary compensation. Each rate increase is valid for an additional twelve (12) months. **Reimbursable Expenses.** Reimbursable expenses shall include, but not be limited to, consultants' fees, printing, reproductions, bulk copying, photographic services, long distance telephone calls, postage, shipping, delivery, long distance travel expenses, lodging, meals and/or other project related out-of-pocket expenses. Items shall be reimbursed to the Architect at cost.

5. **CLIENT'S RESPONSIBILITIES Project Budget.** The Client shall establish a Project Budget with reasonable contingencies that meets the project requirements. The Project Budget shall be established by the Client prior to the Architect proceeding with Basic Architectural Services. **Property Surveys.** Unless otherwise specified, Property Surveys are not included in Basic Architectural Services. The Architect shall assume that the Property Surveys, if required, shall be readily available. The Architect assumes all information on these documents is accurate and is not responsible for any information completed by others. **Project Representative.** The Client shall appoint and authorize a Project Representative to answer

field questions and make timely decisions (within five (5) business days). The Architect assumes that the Client shall be the Project Representative unless the Client notifies the Architect, in writing, that another Project Representative has been appointed. If the Client replaces or selects a new Project Representative, any time spent by the Architect to bring the new Project Representative current shall represent Additional Services. **Cost Estimates.** If the Architect is not contracted to provide cost estimating services, the Client shall employ a contractor or construction cost estimating consultant to provide cost estimating services. The Architect and its consultants do not warranty, guarantee or certify the construction cost for the project or any part of the project. **Selection of Qualified Contractor(s).** If the Architect is not contracted to provide Construction Management Services, the Client shall select a qualified contractor(s) with a minimum of three (3) years of construction experience in work similar in nature to the Project Description located in the immediate vicinity. The contractor shall provide a minimum of three (3) references as mutually agreed upon by the Client and the Architect. **Consultants.** The Client shall furnish the services of consultants when such services are requested by the Architect and are reasonably required by the Project.

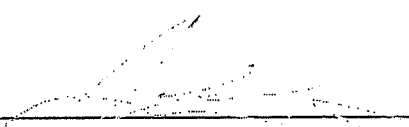
6. **SCHEDULE** The Architect shall commence work on this project within twenty (20) business days of authorization to proceed. If through no fault of the Architect, Basic Architectural Services has not been completed within twelve (12) months of the date first specified on the Proposal for Basic Architectural Services, compensation for the Architect's services beyond that time shall be considered Additional Services.
7. **OWNERSHIP OF DOCUMENTS** All documents prepared or furnished by the Architect pursuant to this Agreement are instruments of the Architect's professional service, and the Architect shall retain an ownership and property interest therein. The Architect grants the Client a license to use instruments of the Architect's professional service for the purpose of constructing, occupying and maintaining this specific Project. Reuse and/or modification of any such documents, without the Architect's written permission, shall be at the Client's sole risk, and the Client agrees to indemnify and hold the Architect harmless from all claims, damages and expenses, including attorney's fees, arising out of such reuse and/or modification by the Client or by others acting through the Client. **Notice of Copyright.** All ideas, designs, arrangements and/or plans indicated or represented by the Architect's drawings will be created, evolved and developed for use on this specific Project. None such ideas, designs, arrangements and/or plans shall be used by or disclosed to any purpose whatsoever without the written permission of the Architect.
8. **PUBLICITY** The Architect and its consultants shall have the right to photograph the Project and to use the photographs in the promotion of its professional service through publication, advertising, public relations, brochures, websites, or other marketing media.
9. **STANDARD OF PRACTICE** Services performed by the Architect under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of their respective professions practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or any report, opinion, document, or otherwise.

- 10. 11. DISPUTE RESOLUTION Mediation and Arbitration.** It is mutually agreed that the terms of this Agreement shall be binding upon both parties and their successors, executors, administrators and assigns. Any dispute or claim arising in connection with this Agreement shall be submitted to Mediation for resolution in accordance with the Construction Industry Mediation Rules for the American Arbitration Association currently in effect. If not resolved, then the dispute or claim shall be subject to Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The Mediation and Arbitration shall take place in [insert your county or district here].
- 11. MISCELLANEOUS PROVISIONS Architect's Representative.** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.
- Approved Project Scope.** The Project Scope shall be all elements of the Project to be designed or specified by the Architect that will have an associated construction cost. Upon completion of the Schematic Design Phase, the Owner shall approve the Project Scope and associated Construction Budget. If, after approval, the Project Scope changes at the Client's request, the Construction Budget will be updated and the stipulated sum flat fee will be adjusted accordingly.
- Construction Budget.** Upon completion of the Schematic Design Phase, the Architect shall calculate a Construction Budget for each Schematic Design solution. The Construction Budget shall be calculated by determining the area of the Project Scope and multiplying the result by a cost figure based on the expected level of finish described by the Client and discussed at the Pre-Design meeting. The Architect shall apply an approximate lump sum to items that will have a cost, but cannot be determined by an area calculation. The Construction Budget shall be an approximation of Construction Cost. The Architect and its consultants do not warranty, guarantee or certify the Construction Cost for the Project or any part of the Project.
- Certification of the Construction Documents.** The final Construction Documents shall be reviewed and certified by the Client and Architect prior to contractor bidding and/or municipal review. Certification by the Client and Architect shall indicate that the Construction Documents meet with all party's full approval. All revisions made to the Construction Documents subsequent to the certification shall be considered Additional Services.
- Termination.** Either party may elect to terminate this Agreement with not less than seven (7) days notice should either party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. The Client shall hold the Architect harmless for delays, clarifications, or non-conformance with the Contract Documents if the Architect has been terminated prior to the Construction Administration portion or phase of the work.
- Proposal Validity.** This Proposal shall remain in effect for thirty (30) days from the Proposal Date. If not executed within this period of time, this Proposal may be deemed null and void by the Architect.
- Method and Means of Construction.** The Architect and its consultants are not responsible for the method, means or sequencing of construction unless this is arranged contractually (in writing) executed by both parties.
- Storage of Materials.** The contractor is responsible for the storage and proper protection of materials. Materials shall be stored in an area that is adequately ventilated and free from excessive moisture and condensation that may be conducive to mold contamination.
- 12. DEFINITIONS Construction Cost.** Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Client of all elements of the Project designed, selected or specified by the Architect. Construction Cost shall include the cost at

current market rates of labor and materials furnished by the Client and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Project. Construction Cost does not include the compensation of the Architect and the Architect's consultants or any other costs that are the responsibility of the Client as provided in this Agreement. **Surveyed Space.** Surveyed Space shall be all the space surveyed and documented during an Existing Conditions Survey (ECS) as measured from the interior surface of the exterior walls. Surveyed Space shall include all interior space including, but not limited to, basements, garages, mechanical rooms, closets, storage rooms, covered porches, and similar space.

Please do not hesitate to contact me if you have questions about this contract. We look forward to hearing from you and providing services for this project

Sincerely,



Jason L. Mitchell, AIA
President, GMA
6-8-22
Date

Jillian L. Xavier,
Owner
Date

RATE SCHEDULE
EFFECTIVE January 1, 2022

I: Hourly Rate Schedule

Principal	\$250.00
Program Manager	\$200.00
Sr. Project Manager	\$190.00
Project Manager	\$175.00
Construction Manager	\$175.00
Project Controls/Procurement Manager	\$175.00
Assistant Project Manager/Sr. Designer	\$ 90.00
License Architect/Engineer	\$175.00
Design Coordinator/Job Captain	\$135.00
Designer	\$100.00
Draftsperson	\$ 85.00
Permit Expediter	\$111.00
Administrative Assistant	\$ 60.00
Overtime is available upon special request	
Expert Witness Services	\$700.00 per hour

II. Materials and Supplies

Office and normal drafting supplies are included in the hourly rates.

Reprographics:	Bond (White) \$0.64 per sq. ft.
	Stapling (Set) \$2.00 each
	Folding (Set) \$1.50 each
	8 ½ x 11 – 1 side \$.15 each
	11 x 17 – 1 side \$.20 each
	CD Burn \$30.00 each

Special materials, fees, outside services, reproductions, postage/shipping/delivery, plotting, and blueprinting outside of our office at actual cost plus 15%. Back-ups for outside services less than \$50.00 will be provided upon client request on a time and materials basis.

III. Mileage and Subsistence

Auto Mileage	Prevailing IRS Mileage Rate
Air Travel and Auto Rental	(Actual Cost)
Subsistence when required to stay out of town	(Actual Cost)

IV. Invoices and Payment

Invoices will be submitted every four weeks for services rendered. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay interest of 1-1/2% per month on past due accounts.

HJAC

