

**AMENDMENT NO. 1
AGREEMENT #PWD-TEN-OVER-22-23
Architectural Services**

1. This amendment (the "Amendment") is made by **City of Carmel-by-the-Sea ("CITY")** and **Ten Over Studio ("CONSULTANT")**, parties to Agreement PWD-TEN-OVER-22-23 (the "Agreement") executed on December 16, 2022.

2. The Agreement is amended as follows:

a. Exhibit "A" of the Agreement (**Scope of Services**) is modified as follows:

Incorporate attached **Exhibit A.1, Proposal for Architectural and Interior Design Services** for five (5) Facility Renovation Projects.

b. Exhibit "B" of the Agreement (**Key Personnel, Compensation & Fee Schedule**) is modified as follows:

Incorporate attached **Exhibit B.1, Architect's Fee**. CITY shall pay CONSULTANT in an amount not to exceed **Seventy-Eight Thousand Nine Hundred Dollars (\$78,900)** for the additional services included in Exhibit A.1.

c. Exhibit "C" of the Agreement (**Project Schedule**) is modified as follows:

Incorporate **Exhibit C.1, Revised Project Schedule**, for the additional services included in Exhibit A.1.

3. Except as set forth in this Amendment No.1, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment No.1 and the Agreement, the terms of this Amendment will prevail.

Ten Over Studio:

By: _____
Jim Duffy, President

Date: _____

CITY:

By: _____
Chip Rerig, City Administrator

Date: _____

ATTEST:

By: _____
Nova Romero, MMC, City Clerk

Date: _____



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PROPOSAL FOR ARCHITECTURAL AND INTERIOR DESIGN SERVICES CITY OF CARMEL-BY-THE-SEA

DATE

January 19, 2023

PROJECT

City Hall, Monte Verde Street between Ocean and Seventh Avenues
Harrison Memorial Library, Corner of Ocean Avenue and Lincoln Street
Sunset Center, San Carlos Street at Ninth Avenue

CLIENT

Bob Harary, Public Works Director, Carmel-By-The-Sea
Junipero Street between Fourth and Fifth Avenues, 831.620.2021, rharary@ci.carmel.ca.us
P.O. Box CC, Carmel-By-The-Sea, CA 93921

ARCHITECT

Jim Duffy – TEN OVER STUDIO, INC.
539 Marsh Street, San Luis Obispo, CA 93401 - W 805.541.1010 M 805.540.8896 - jimd@tenoverstudio.com

PROJECT UNDERSTANDING

Ten Over Studio is to provide On-Call Architectural Services on an as needed basis for facility remodels, renovations, and tenant improvements. The Client has expressed the desire for architectural services on the following maintenance, tenant improvements, and renovation projects:

CITY HALL ROOFING REPLACEMENT

The existing roof was last replaced in 1984 and is approximately 15-years past its warranty. The roof leaks have been increasing and repaired by contractors or staff over the past few years as the roof progressively deteriorates. The City is looking to replace the existing asphalt shingle roof with new wood cedar shake material to match the historical architecture. City Hall is a historic building.

The City's preliminary construction budget for this project is \$100,000. An existing hazardous materials report was prepared by M3 Environmental, dated October 2022.

HARRISON MEMORIAL LIBRARY EXTERIOR AND INTERIOR PAINTING

This project includes interior painting and "in-kind" exterior painting of the building. The Harrison Memorial Library is a historic building.

The City's preliminary construction budget for the exterior painting is \$100,000. The preliminary construction budget for the interior paint is \$100,000. An existing hazardous materials report was prepared by M3 Environmental, dated June 2022.

HARRISON MEMORIAL LIBRARY NEW STANDBY GENERATOR

This project includes the addition of a new generator on the project site. The new generator will provide back-up power for the IT servers and essential equipment on the lower level of the library. There is limited exterior space available for the placement of the new generator.

The City's preliminary construction budget for the new generator is to be determined.

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SUNSET CENTER EXTERIOR PAINTING

This project includes the "in-kind" exterior painting of the building. The Sunset Center is a historic building.

The City's preliminary construction budget for the exterior painting is \$150,000. Future phases may be necessary if the preliminary budget is not adequate to execute all exterior painting. An existing hazardous materials report was prepared by M3 Environmental, dated March 2022.

SUNSET CENTER WINDOW REPAIRS

This project includes the remediation of existing asbestos and lead paint from around the windows of the Sunset Center Cottages, and repair or replace of the failing windows. The Sunset Center is a historic building and "in-kind" replacement of the windows to match the existing windows.

This project should be executed concurrently with the exterior painting project. The City's preliminary construction budget for the window repairs is \$105,000. An existing hazardous materials report was prepared by M3 Environmental, dated March 2022.

These projects shall be packaged into a single bid package by the CLIENT's Construction Manager. All projects are intended for public bidding. The bid package documentation required for the remediation of existing asbestos and lead paint will be prepared by M3 Environmental for each project.

CONSULTANT TEAM

The ARCHITECT will coordinate the work of Consultants when engineering and cost estimation is required. Consultants included in the Ten Over Studio proposal are as follows:

- Civil Whitson Engineers
- Structural Biggs Cardosa Associates, Inc.
- Mechanical 3C Engineering, Inc.
- Electrical Thoma Electric, Inc.
- Cost Estimator Cumming Group

CONSTRUCTION MANAGEMENT

The CLIENT will engage the services of a construction management firm to provide pre-construction services during the design phases and to provide construction management during the bidding and construction phases.

CLIENT'S RESPONSIBILITIES

The CLIENT shall provide, and the ARCHITECT shall be entitled to rely on the accuracy of the following:

- Scope of work, schedule, and project budget for each project.
- Project budget & schedule information shall include reasonable contingencies for each.
- Geotechnical report when required for the project. The report shall provide project data for structures, site improvements & percolation calculations.
- Site survey in ACAD format when required for the project. The site survey shall be suitable for design and permitting requirements including existing topography, structures, utilities, easements, vegetation, and property boundaries.
- Utility information when required for the project
- As-built drawings in hardcopy and ACAD format
- Hazardous material investigation and reports
- Identification of CLIENT primary point of contact, stakeholders & final decision maker(s)

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- Timely response to the ARCHITECT'S requests for information
- It is the CLIENT'S responsibility to verify that the project scope meets their budget through all phases of work.

SCOPE OF WORK

TASK 1 – CITY HALL ROOFING REPLACEMENT

This is a maintenance project and the bid package approach is to prepare performance specifications. The maintenance bid package will include the abatement of asbestos and the removal of the existing asphalt shingle roofing system. The design team will prepare performance specifications, roof plan, and roofing details using new Class A wood cedar shake roofing assembly to match the historical architecture. The replacement or re-use of the existing copper flashing, counterflashing, gutters and downspouts is to be determined.

An existing hazardous materials report was prepared by M3 Environmental, dated October 2022 for asbestos and lead paint sampling.

The preparation of an entitlements planning package for the City's planning and building review is not a part of this project. No engineering services are a part of this project. The bid package documentation required for the remediation of existing asbestos and lead paint will be prepared by a separate City consultant for this project.

The ARCHITECT will meet with the CLIENT to review specifications and drawings, receive feedback, and modify the design as requested by CLIENT. This phase assumes one round of refinements to the maintenance bid package. Once approved, the documents will be submitted to the City for permit review (refer to Task 4 for Permitting). The approved drawings will be used for the Final Bid package. Refer to Task 5 for bidding assistance and Task 6 for construction administration.

Client Participation:

- Attend scheduled meetings
- Provide timely decisions and direction
- Provide as-built drawings of the existing structure
- Provide construction cost estimate
- Provide hazardous materials report and remediation to be a part of the bid package
- Prepare the roofing replacement/maintenance bid package
- Prepare permit application

Schedule

- Eight (8) weeks for document preparation

Meetings

- One (1) site visit
- One (1) project kickoff meeting. This meeting to be concurrent with the Harrison Memorial Library and Sunset Center kick-off meetings.
- One (1) project draft document review meeting

Deliverables

- Draft Roofing Replacement/Maintenance Bid Package
 - One (1) draft demolition specification section
 - One (1) draft roofing replacement performance specification section for wood shakes roofing assembly.
 - One (1) draft Demolition Roof Plan

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- One (1) draft New Roof Plan and details
- Final Roofing Replacement/Maintenance Bid Package for Permit Review (see Task 4).
 - One (1) final demolition specification section
 - One (1) final roofing replacement performance specification section for wood shakes roofing assembly.
 - One (1) final Demolition Roof Plan
 - One (1) final Roof Plan and details.

TASK 2.1 - HARRISON MEMORIAL LIBRARY

There are multiple projects at this project location that will be implemented concurrently. An existing hazardous materials report was prepared by M3 Environmental, dated June 2022 for asbestos and lead paint sampling. The Harrison Memorial Library is a historic building.

TASK 2.1.1 - EXTERIOR AND INTERIOR PAINTING

This is a maintenance project and the bid package approach is to prepare performance specifications and diagrammatic exterior elevation drawings. The maintenance bid package will include the abatement of lead paint, removal of existing loose paint and preparation of the existing surfaces to receive new exterior and interior painting. The design team will prepare performance specifications and photos of the building to show paint colors match the historical architectural paint colors. This project includes the "in-kind" exterior painting of the building.

The preparation of an entitlements planning package for the City's planning and building review is not a part of this project. No engineering services are a part of this project. The bid package documentation required for the remediation of existing asbestos and lead paint will be prepared by a separate City consultant for this project.

The ARCHITECT will meet with the CLIENT to review specifications and drawings, receive feedback, and modify the design as requested by CLIENT. This phase assumes one round of refinements to the maintenance bid package. Once approved by the CLIENT, the documents will be submitted to the City for permit review (refer to Task 4 for Permitting). The approved drawings will be used for the Final Bid Package. Refer to Task 5 for bidding assistance and Task 6 for construction administration.

Client Participation

- Attend scheduled meetings
- Provide timely decisions and direction
- Provide as-built drawings of the existing structure
- Provide construction cost estimate
- Provide hazardous materials report and remediation to be a part of the bid packages
- Prepare the interior and exterior paint bid package
- Prepare permit application

Schedule

- Eight (8) weeks for documentation preparation.

Meetings

- One (1) site visit
- One (1) project kickoff meeting. This meeting to be concurrent with the City Hall and Sunset Center kick-off meetings
- One (1) project draft documentation review meeting

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Deliverables

- Draft Interior and Exterior Paint Bid Package
 - One (1) draft demolition specification section
 - One (1) draft performance specification section for exterior painting
 - One (1) draft performance specification section for interior painting
 - One (1) draft Building Exterior photos and exterior paint schedule
 - One (1) draft finish schedule for interior paint schedule
- Final Interior and Exterior Paint Bid Package for Permit Review (see Task 4).
 - One (1) final demolition specification section
 - One (1) final performance specification section for exterior painting
 - One (1) final performance specification section for interior painting
 - One (1) final Building Exterior photos and exterior paint schedule
 - One (1) final finish schedule for interior paint schedule

TASK 2.2 - HARRISON MEMORIAL LIBRARY NEW STANDBY GENERATOR

This task includes the addition of a new standby generator on the project site. The new generator will provide back-up power for the IT servers and essential equipment on the lower level of the library. Location for the new generator is to be determined. This project is to be implemented concurrently with the other projects at this location.

The preparation of an entitlements planning package and the preparation of permit drawings for the City's planning and building review is required for this project. Electrical engineering services are a part of this task.

The ARCHITECT will work with and coordinate the work of the engineering Consultants as required to develop the Draft Bid Package. The ARCHITECT will meet with the CLIENT to review specifications and drawings, receive feedback, and modify the design as requested by CLIENT. This phase assumes one round of refinements to the maintenance bid package. Once approved, the documents will be submitted to the City for permit review (refer to Task 4 for Permitting). The approved drawings will be used for the Final Bid Package. Refer to Task 6 for bidding assistance and Task 7 for construction administration.

Client Participation

- Attend scheduled meetings
- Provide timely decisions and direction
- Provide as-built drawings of the existing structure
- Provide construction cost estimate
- Prepare the standby generator bid package.
- Prepare permit application

Schedule

- Eight (8) weeks for document preparation

Meetings

- One (1) site visit to be concurrent with the other projects at this project location
- One (1) project kickoff meeting. This meeting to be concurrent with the City Hall and Sunset Center kick-off meetings
- One (1) project draft documentation review meeting

Deliverables

- Draft Standby Generator Bid Package
 - One (1) draft demolition specification section



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- One (1) draft performance specification section for the standby generator
- Draft Demolition Site and Floor Plan
- Draft New Site Plan and Floor Plan
- Draft Electrical Engineering drawings
- Final Standby Generator Bid Package for Permit Review (see Task 4)
 - One (1) final demolition specification section
 - One (1) final performance specification section for the standby generator
 - Final Demolition Site and Floor Plan
 - Final New Site Plan and Floor Plan
 - Final Electrical Engineering drawings and calculations

TASK 3 - SUNSET CENTER

There are multiple projects at this project location that will be designed and construction implemented concurrently. An existing hazardous materials report was prepared by M3 Environmental, dated March 2022 for asbestos and lead paint sampling. The Sunset Center is a historic building.

TASK 3.1 - EXTERIOR PAINTING

This is a maintenance project and the bid package approach is to prepare performance specifications. The maintenance bid package will include the abatement of lead paint, removal of existing loose paint and preparation of the existing surfaces to receive new exterior painting over the northern wing of the building. The design team will prepare performance specifications and exterior building photos to show paint colors match the historical architectural paint colors. This project includes the "in-kind" exterior painting of the building.

TASK 3.2 - WINDOW REPAIRS

This project includes the remediation of existing lead paint from around the exterior windows of the Sunset Center Cottages, and the in-kind repair or replacement of the windows to match existing. The Sunset Center is a historic building.

The preparation of an entitlements planning package and the preparation of permit drawings for the City's planning and building review is not a part of this project. No engineering services are a part of this project. The bid package documentation required for the remediation of existing asbestos and lead paint will be prepared by a separate City consultant for this project.

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The ARCHITECT will meet with the CLIENT to review specifications and drawings, receive feedback, and modify the design as requested by CLIENT. This phase assumes one round of refinements to the maintenance bid package. Refer to Task 6 for bidding assistance and Task 7 for construction administration.

Client Participation:

- Attend scheduled meetings
- Provide timely decisions and direction
- Provide as-built drawings of the existing structure if available
- Provide construction cost estimate
- Provide hazardous materials report and remediation to be a part of the bid packages
- Prepare the exterior paint bid package.
- Prepare the exterior window replacement bid package
- Prepare permit applications



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Schedule

- Eight (8) weeks for documentation preparation.

Meetings:

- One (1) site visit
- One (1) project kickoff meeting. This meeting to be concurrent with the City Hall and Harrison Memorial Library kick-off meetings.
- One (1) project draft documentation review meeting

Deliverables

- Draft Exterior Paint Bid Package
 - One (1) draft demolition specification section
 - One (1) draft performance specification section for exterior painting.
 - One (1) draft Exterior Building photos and exterior paint schedule
- Draft Exterior Window Replacement Bid Package
 - One (1) draft demolition specification section
 - One (1) draft performance specification section for exterior windows.
 - One (1) draft Exterior Building photos and exterior window schedule
- Final Exterior Paint Bid Package for Permit Review (see Task 4).
 - One (1) final demolition specification section
 - One (1) final performance specification section for exterior painting.
 - One (1) final Exterior Building photos and exterior paint schedule
- Final Exterior Window Replacement Bid Package for Permit Review (see Task 4).
 - One (1) final demolition specification section
 - One (1) final performance specification section for exterior windows.
 - One (1) final Exterior Building photos and exterior window schedule

TASK 4 PERMITTING

TEN OVER STUDIO will assist the City during the permitting phase by responding to comments and revising the drawings as necessary. The CLIENT's Construction Manager will prepare the building permit application and submit the bid packages and handle coordination with the building department.

All of the projects included and described herein shall be packaged into a single bid package by the CLIENT's Construction Manager. All projects are intended for public bidding. The bid packages requirements for the remediation of existing asbestos and lead paint will be prepared by M3 Environmental for each project.

Tasks

- Submit Draft Bid Packages to the Building Department for review.
- Obtain approval from the Building Department. The project will be ready to begin the bidding process once submitted drawings are approved by the Building Department.
 - Respond to plan check comments.
 - Revise drawings based on plan check comments.

Deliverables

- Plan check responses.
- Bid drawing set for bid issuance.

Schedule

- TBD

Meetings

- None



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TASK 5 BIDDING ASSISTANCE

TEN OVER STUDIO will assist the CLIENT during the bidding phase on an "as needed" basis. The CLIENT team will prepare the bid documents, general conditions, Division 1 specifications, addendums, respond to bidder questions, and run the bid process.

Deliverables

- Documents for Bid Packages to be completed by the CLIENT team
- Assist the CLIENT with the preparation of documentation for the Bid Addenda(s)

Schedule

- TBD

Meetings

- None

TASK 6 CONSTRUCTION OBSERVATION

Through the construction phase, TEN OVER STUDIO will be available to provide construction support on an "as needed" basis. The TEN OVER STUDIO team will work with CLIENT representatives and the General Contractor to address field questions, prepare clarifications when needed, and to review submittals and shop drawings when requested by the CLIENT, participating in construction meetings, and visiting the site when requested to review construction progress, quality, and conformance with the Drawings.

Deliverables

- Construction document clarifications / modifications as required
- Review and response to Contractor requests for information
- Review and approval of Contractor submittals

Schedule

- TBD

Meetings

- Construction Kick-off meeting with CLIENT and Contractor
- Bi-weekly OAC meetings (virtual)
- Job site meetings (when requested)
- Field observations at job sites (when requested)
- Initial punch list site walk
- Final punch list site walk

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ARCHITECT'S FEE

TASK	TASK NAME	FEE TYPE	FEE
1	CITY HALL ROOFING REPLACEMENT		
	DRAFT BID PACKAGE - WOOD SHINGLES	FIXED FEE	\$ 6,000
	FINAL BID PACKAGE - WOOD SHINGLES	FIXED FEE	\$ 2,500
	PERMITTING	T&M	\$ 5,000
	BIDDING ASSISTANCE	T&M	
	CONSTRUCTION OBSERVATION	T&M	
2	HARRISON MEMORIAL LIBRARY		
2.1	EXTERIOR AND INTERIOR PAINTING		
	DRAFT BID PACKAGE	FIXED FEE	\$ 8,000
	FINAL BID PACKAGE	FIXED FEE	\$ 3,000
	PERMITTING	T&M	\$ 5,000
	BIDDING ASSISTANCE	T&M	
	CONSTRUCTION OBSERVATION	T&M	
2.2	NEW STANDBY GENERATOR		
	DRAFT BID PACKAGE	FIXED FEE	\$ 10,000
	FINAL BID PACKAGE	FIXED FEE	\$ 6,000
	PERMITTING	T&M	\$ 5,000
	BIDDING ASSISTANCE	T&M	
	CONSTRUCTION OBSERVATION	T&M	
3	SUNSET CENTER		
3.1	EXTERIOR PAINTING		
	DRAFT BID PACKAGE	FIXED FEE	\$ 5,000
	FINAL BID PACKAGE	FIXED FEE	\$ 1,500
	PERMITTING	T&M	\$ 5,000
	BIDDING ASSISTANCE	T&M	
	CONSTRUCTION OBSERVATION	T&M	
3.2	WINDOW REPAIRS		
	DRAFT BID PACKAGE	FIXED FEE	\$ 8,900
	FINAL BID PACKAGE	FIXED FEE	\$ 3,000
	PERMITTING	T&M	\$ 5,000
	BIDDING ASSISTANCE	T&M	
	CONSTRUCTION OBSERVATION	T&M	

TOTAL NOT TO EXCEED \$78,900.⁰⁰

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EXCLUSIONS

Unless noted otherwise, the following services are not included in the above Scope of Work or Fee Proposal. Many of them are available upon request as additional services.

- Measurement and drafting of as-built drawings
- Entitlement documentation and processing through local planning and historic committees/commissions
- Engineering services unless noted above in the scope of work
- Preparation of interior elevations
- Preparation of exterior elevations
- Fire sprinkler / alarm design / engineering (assumed to be design-build)
- Security system design
- Communications, audio / visual system design
- Construction or project cost estimates
- Energy Modeling or Building Commissioning
- Solar hot water or Photovoltaic design
- Hazardous Materials testing, reports, or recommendations for removal
- Material testing and inspections (during construction)
- Design, Specification, and/or purchasing of furnishings and specialty equipment



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- Permits and Application Fees
- Utility applications and/or fees
- Determining capacity of existing utilities (power, water, sewer/septic system)
- Analysis of existing engineered system (structural/mechanical/plumbing/electrical)
- Post Construction Record or As-built Drawings
- Erosion control plan / Demolition plan / Grading and Drainage plan
- Value engineering services
- Interior design (procurement of furnishings)
- Renderings for marketing
- Environmental Studies (Traffic, Noise, Flood, EIR / Initial Study / Coordination)
- Phasing of project and work other unless noted otherwise
- Preparation of Construction Documents for multiple bid packages
- Off-site improvements beyond the curb/gutter at street and beyond property lines
- Floodproofing certification

NOTES

- The ARCHITECT shall rely on the CLIENT provided information will be accurate and true. Any discrepancies shall be at the risk of the CLIENT.
- Only drawings specifically titled CONSTRUCTION DOCUMENTS with the ARCHITECT'S signed stamp are intended for construction. Construction based on any other drawings is at CLIENTS risk.
- Note that the plans will not be submitted to the Planning or Building Departments until all invoices to date have been paid.
- Modifications requested after previously approved designs will be billed on an hourly basis above and beyond estimated or fixed fees
- The ARCHITECT reserves the right to adjust the fee if the CLIENT/CONTRACTOR relationship varies from the project assumptions
- The ARCHITECT reserves the right to adjust hourly rates on an annual basis
- The ARCHITECT reserves the right to photograph the finished project for marketing purposes
- The ARCHITECT reserves the right to install a job site sign on the CLIENTS project property during design and construction of the project
- Reimbursable receipts will not be provided with invoices but will be available upon request

Our relationship for the purposes of this project and our responsibilities to each other are more fully set forth in the TERMS AND CONDITIONS which are an attachment to and a part of this Agreement.

CLIENT

ARCHITECT

1/19/2023

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CLIENT _____ Date _____

Jim Duffy _____ Date _____
CA License # C30770

Exhibit C.1 – Revised Project Schedule

Final bid documents for all five projects listed in Notice to Proceed (NTP) will be completed and delivered within eight (8) working weeks from NTP, not inclusive of time necessary for the City's plan reviews, bid document preparation, permitting, bid and construction phase administration, and associated tasks.

PROFESSIONAL SERVICES AGREEMENT

for

ARCHITECTURAL SERVICES—ON CALL

Agreement #PWD -Ten Over- - 22-23

THIS AGREEMENT is executed this 16 day of December, 2022, by and between the City of Carmel-By-The-Sea, a municipal corporation, (hereinafter "City"), and **Ten Over Studio, Inc.**, (hereinafter "Consultant"), collectively referred to herein as the "parties".

WHEREAS, the City wishes to engage Consultant to perform the services required by this Agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions; and

WHEREAS, Consultant represents that it is trained, experienced and competent and holds all necessary licenses and certifications to perform the services required by this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

1. SERVICES

- A. **Scope of Services**. Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following: **Architectural Services on an on-call, as-needed basis**. The Scope of Services is attached hereto as Exhibit "A." The Scope of Services under this Agreement should include, but is not limited to, a project description, project phases, task descriptions, identification of key personnel, identification of subconsultants, their key personnel and general description of services that will be performed, as further set forth in this Agreement and attachments hereto. Consultant agrees to all of the following:
- i. Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary to perform the services required of Consultant under this Agreement as defined in Exhibit "A".
 - ii. Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit "B," Key Personnel, Compensation & Fee Schedule which is made a part of this Agreement.
 - iii. Consultant must make every reasonable effort to maintain the stability and continuity of Consultant's key personnel and subcontractors, if any, listed in Exhibit B to perform the services required under this Agreement. Consultant must notify City and obtain City's written approval with respect of any changes in key personnel prior to the performance of any services by replacement personnel.

- iv. Consultant represents that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant must employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement ("Standard of Care").
- v. City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. Acceptance of any of Consultant's work by City will not constitute a waiver of any of the provisions of this Agreement.
- vi. The Consultant must maintain any work site in the City in a safe condition, free of hazards to persons and property resulting from its operations.

B. Change Orders.

- i. Agreements and Change Orders exceeding \$24,999 require City Council approval to be valid.
- ii. The City may propose changes to the Scope of Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and City. The cost or credit to City resulting from changes in the services will be determined by the written agreement between the parties. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute Consultant's notice to proceed with the changed scope. However, any increase in compensation beyond the compensation limit amount approved by the City Council must be authorized in advance by the City Council and any service provided by Consultant in the absence of such approval are at Consultant's sole risk.
- iii. Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Scope of Services or otherwise required by this Agreement, unless such additional services are authorized in advance and in writing by City.
- iv. If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the City Administrator with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.

C. Familiarity with Services and Site.

- i. By executing this Agreement, Consultant represents that Consultant:

- a. has thoroughly investigated and considered the Scope of Services to be performed;
 - b. has carefully considered how the services should be performed;
 - c. understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and
 - d. possesses all licenses required under local, state or federal law to perform the services contemplated by this Agreement, and will maintain all required licenses during the performance of this Agreement.
- ii. If services involve work upon any site, Consultant has or will investigate the site and is or will be fully acquainted with the visible conditions there existing, before commencing its services. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform District of such fact and will not proceed except at Consultant's own risk until written instructions are received from City.

2. COMPENSATION

- A. **Total Fee.** Subject to any limitations set forth in this Agreement, the City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, hourly fees as set forth in Consultant's Key Personnel, Compensation & Fee Schedule (Exhibit "B"), in a total amount not-to-exceed **Twenty-four Thousand Nine Hundred Ninety-nine Dollars (\$24,999.00)**. Such compensation is the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule includes, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount. Payment of any compensation to Consultant is contingent upon performance of the terms and conditions of this Agreement in accordance with the Standard of Care. If the City determines that the Services set forth in the written invoice have not performed in accordance with the terms of this Agreement consistent with the Standard of Care, the City is not responsible for payment until the Services have been performed in accordance with the Standard of care.
- B. **Invoicing.** Consultant must submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 below. Invoices must be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City will provide invoicing format upon request. Consultant may not bill the City for duplicate services performed by more than one person. Consultant's invoices must include, but are not limited to, the following information:
 - i. Project Title, the City's Purchase Order number and City's Project Code(s) for each project;
 - ii. Invoice number and date;
 - iii. A brief description of services performed for each project phase and/or task;
 - iv. The budgeted amount for each phase, task and item, including the total amount, with the same for approved Change Orders, if any;

- v. Amount invoiced to date divided by the agreed total compensation, expressed as a percentage, with the same for approved Change Orders, if any;
- vi. The amount earned and invoiced to date for each phase, task and/or item, including the total amount, with the same for approved Change Orders, if any;
- vii. The amount previously invoiced for each phase, task and/or item, including the total amount, with the same for approved Change Orders, if any;
- viii. The amount due for the period covered by this invoice for each phase, task, and/or item, including the total amount, with the same for approved Change Orders, if any;
- ix. For time and materials authorizations, the number of hours spent, by whom and their hourly rate for each phase, task and/or item, including the total amount;
- x. The costs incurred, including reimbursables, for each phase, task, and/or item for the agreed total compensation and approved Change Orders, if any, along with a brief description of those costs;
- xi. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;
- xii. Copies of subconsultant, vendor, and reimbursable invoices including hourly breakdowns when requested by City.
- xiii. Copies of subconsultant and vendor lien releases.

Any such invoices must be in full accord with any and all applicable provisions of this Agreement. Consultant must submit invoices to the City on or before the sixteenth (16th) day of each month for services performed in the preceding month.

The City will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid.

Except as to any charges for work performed or expenses incurred by Consultant that are disputed by City, the City will pay on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement. If any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission, and the City will not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. Payment to Consultant for services performed under this Agreement may not be deemed to waive any defects in the services performed by Consultant, even if such defects were known to City at the time of payment. The City is not obligated to pay Consultant a greater percentage of the Maximum Authorized Expenditure than the actual percentage of services completed as of the invoice date.

Consultant agrees to remit and is responsible for all withholding taxes, income taxes, unemployment insurance deductions, and any other deductions required by applicable federal,

state or local laws and regulations for Consultant, its employees, subconsultants and vendors of services or goods.

- C. **Adjustment of Maximum Authorized Expenditure.** The City may increase or decrease the Maximum Authorized Expenditure by issuing a Change Order to the Agreement in accordance with Section 1.B "Change Orders" above. Should Consultant consider that any request or instruction from the City's Project Representative constitutes a change in the scope of services, Consultant will advise the City's Project Representative, in writing, within fourteen (14) calendar days of such request or instruction. Without said written advice within the time period specified, the City is not obligated to make any payment of additional compensation to Consultant.
- D. **Hourly Rates.** Payment for all authorized services, including payment for authorized on-call, as-needed services, will be made by the City to Consultant in accordance with the various hourly rates as set forth in the Consultant's Key Personnel, Compensation & Fee Schedule (Exhibit "B").
- E. **Subconsultants and Vendors.** Invoices for subconsultants and vendors of services or goods will be paid by the City to Consultant in accordance with the various rates as set forth in the Consultant's Key Personnel, Compensation & Fee Schedules (Exhibit "B"). All reimbursable expenses will be considered as included within the Maximum Authorized Expenditure. Consultant is solely responsible for payment to subconsultants and vendors of services or goods, and the City is not responsible or liable for any payments to subconsultants and vendors, either directly or indirectly.
- F. **Audit and Examination of Accounts:**
- i. Consultant must keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.
 - ii. Any audit conducted of books of records and accounts must be kept in accordance with generally accepted professional standards and guidelines for auditing.
 - iii. Consultant must disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any city of the County of Monterey, or other federal, state, regional or governmental agency which provides funding for these Services.
 - iv. Consultant must include the requirements of Section 2F, "Audit and Examination of Accounts", in all contracts with assignees or subconsultants under this Agreement.
 - v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of the Services. All records, which pertain to actual disputes, litigation, appeals or claims, must be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals or claims.
- G. **On-Call Agreements.** The amount of work (scope of services) to be requested during the Agreement term cannot be well defined at the outset. The Consultant agrees to perform the

work on an on-call basis in such increments and at such times as defined in written work requirements issued by the City as the need arises. The Consultant agrees that the offer to perform the work at the various rates as set forth in the Consultant's Fee Schedule (Exhibit "B") remains in effect for all work requirements issued by the City during the Agreement term or until the exhaustion of the Agreement funding limit, whichever occurs first. The City does not guaranty a minimum dollar value of work.

3. AGREEMENT TERM

- A. **Term.** The work under this Agreement will commence by **December 12, 2022** and must be completed by **June 30, 2025** unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that will survive the termination or completion of this Agreement. Consultant will perform Change Order services as set out in Section 1.B, "Amendment of Services (Change Orders)", in a timely manner or in accordance with the agreed upon Change Order Project Schedule.
- B. **Timely Work.** Consultant will perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term", and Section 3.C, "Project Schedule", of this Agreement. Failure to perform is deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.
- C. **Project Schedule.** Services must be completed by Consultant in accordance with the Project Schedule set forth in Exhibit "C". The parties may, from time to time, by Change Order, alter the Project Schedule. Consultant will provide the Services pursuant to the Project Schedule or any applicable Project Schedule Change Order. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant must promptly notify the City in writing and provide a revised Project Schedule for review and consideration by City.
- D. **Notice to Proceed.** Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, including proof of insurance and tax identification numbers, the City will issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant will diligently proceed with the Services authorized and complete those Services within the agreed time specified in said notice. Consultant will not proceed with any of the Services unless they have received a Notice to Proceed from the City.

4. CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

- A. **Listed Employees and Subconsultants.** Consultant will perform the Services using the individuals listed in the Key Employees and Subconsultants List attached hereto in Exhibit "B".
- B. **Substitution of Employees or Subconsultants:**

- i. Consultant may not substitute any key employee or subconsultant listed in Exhibit "B" without the prior written approval of the City, and such approval will not be unreasonably withheld. The City will not approve removal or substitution of employees or subconsultants for the reason that Consultant or its affiliates has called on such individuals to perform services for another client of the Consultant.
 - ii. If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant's employees or subconsultants, then Consultant may, upon written request from the City, replace such employee or subconsultant. Consultant must, subject to scheduling and staffing considerations, make reasonable efforts to replace the individual with an individual of similar competency and experience.
 - iii. Whether or not the City consents to, or requests a substitution of any employee or subconsultant of Consultant, the City will not be liable to pay additional compensation to Consultant for any replacement or substitution.
- C. **Sub-agreements with Subconsultants.** Consultant will incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. Consultant is fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.
- D. **Not an Agent of the City.** Nothing in this Agreement will be interpreted to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.
- E. **Independent Contractor:**
 - i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City may not control or direct the details, means, methods or processes by which Consultant performs the Services. Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in this Agreement. Consultant is solely liable for the work quality and conditions of any partners, employees and subconsultants.
 - ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant may not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant will be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of Services under this Agreement. Consultant will defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

5. REPRESENTATIVES AND COMMUNICATIONS

- A. **City's Project Representative.** The City appoints the individual named below as the City's Project Representative for the purposes of this Agreement ("City's Project Representative"). The City may unilaterally change its project representative upon notice to Consultant.

Name: Robert Harary, P.E.
Title: Director of Public Works
Address: P.O. Box CC, Carmel-by-the-Sea, CA 93921
Telephone: (831) 620-2021
Email: rharary@ci.carmel.ca.us

- B. **Consultant's Project Manager.** Consultant appoints the person named below as its Project Manager for the purposes of this Agreement ("Consultant's Project Manager").

Name: Candice Wong
Title: Principal
Company: Ten Over Studio
Address: 539 Marsh Street, San Luis Obispo, CA 93401
Telephone: (805) 541-1010
Email: candicew@tenoverstudio.com

- C. **Meet and Confer.** Consultant agrees to meet and confer with the City's Project Representative, its agents or employees with regard to Services as may be required by the City to insure timely and adequate performance of this Agreement.
- D. **Communications and Notices.** All communications between the City and Consultant regarding this Agreement, including performance of Services, will be between the City's Project Representative and Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing and will be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by postage pre-paid certified mail, return-receipt requested on the date received.

6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant will defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, Court costs, reasonable attorneys' fees as may be determined by the Court, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant or subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless an

indemnify any Indemnitee will not apply to the extent that such Liabilities are caused in part by the active negligence or willful misconduct of such Indemnitee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, subconsultants, representatives, patrons, guests or invitees.

In no event will the obligation of the Consultant exceed the limitations on the duty to defend and indemnify as set forth in Civil Code Sections 2782, 2782.6, and 2782.8.

7. INSURANCE

Consultant must submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant must maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- A. Commercial General Liability Insurance including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will have a policy for professional liability coverage that provides coverage on either an occurrence basis or on a claims-made basis. If on a claims-made basis, then Consultant must have an extended reporting (tail) coverage (with the same liability limits) for at least three years following the completion of the Project.
- C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant must maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.
- E. Other Insurance Requirements:
 - i. All insurance required under this Agreement must be written by an insurance company either:
 - a. admitted to do business in California with a current A.M. Best rating of no less than A:VI; or
 - b. an insurance company with a current A.M. Best rating of no less than A:VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.
 - ii. Each insurance policy required by this Agreement may not be canceled, except with prior written notice to the City.

- iii. All liability and auto policies except Professional Liability and Workers' Compensation must:
 - a. Provide an endorsement naming the City of Carmel-by-the-Sea, its officers, officials, employees, and volunteers as additional insureds. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
 - b. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Carmel-by-the-Sea is excess to the Consultant's insurance and will not contribute with it.
 - c. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
 - d. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
- iv. Prior to the start of work under this Agreement, Consultant will file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City. Consultant will file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
- v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, may in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which will continue in full force and effect. All coverage available to the Consultant as named insured will also be available and applicable to the additional insureds subject to applicable policy terms and conditions. Notwithstanding these insurance requirements, Consultant is financially liable for its indemnity obligations under this Agreement.
- vi. All policies must be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured will reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant will provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event will any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.

- vii. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances at City's sole expense.
- viii. Consultant must require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements in this Agreement.
- ix. If Consultant, for any reason, fails to have in place at all times during the term of this Agreement all of the required insurance coverage, the City may, but is not obligated to, obtain such coverage at Consultant's expense and deduct the cost from the sums due Consultant. Alternatively, City may terminate the Agreement.
- x. The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Should any coverage carried by the Consultant or any subcontractor of any tier have limits of liability that exceed the limits or have broader coverage than required in this Agreement, those higher limits and that broader coverage are deemed to apply for the benefit of any person or organization included as an additional insured and those limits and broader coverage will become the required minimum limits and insurance coverage in all sections of this Agreement. Any insurance proceeds available to City in excess of the limits and coverages required by this Agreement, and which is applicable to a given loss, must be made available to City to compensate it for such losses.
- xi. Consultant must give City prompt notice of claims made of lawsuits initiated that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability insurance policies.
- xii. The Consultant hereby waives any right of subrogation that any of its insurers may have or that they may accrue out of the payment of any claim related to the Consultant's performance of this Agreement, regardless of whether any endorsements required by this section are obtained.

8. PERFORMANCE STANDARDS

- A. Consultant represents that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are professionally trained, experienced, and competent and have the degree of expertise in accordance with the Standard of Care contemplated within California Government Code Section 5535.1, further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.
- B. Consultant, its agents, employees, and subconsultants must perform all Services in a safe and skillful manner consistent with the usual and customary standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices ("Standard of Care"). All work product of Consultant must comply with all applicable laws, rules, regulations, ordinances and codes. Consultant also represents that it is familiar with all laws that may affect its performance of this Agreement and will advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services

performed under this Agreement that are required by law to be performed or supervised by licensed personnel must be performed in accordance with such licensing requirements.

- C. Consultant must furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement. Consultant may not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.
- D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City's Project Representative or his or her designee will evaluate the work. If the quality of work is not satisfactory, City in its discretion may meet with Consultant to review the quality of work and resolve the matters of concern, and may require Consultant to repeat the work at no additional fee until it is satisfactory.

9. CITY INFORMATION AND RESOURCES

- A. **Available Information.** The City will make available to Consultant all relevant information, plans, maps, reports, specifications, standards and pertinent data which is in the hands of the City and is required by Consultant to perform the Services. Consultant may rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.
- B. **City Resources.** The City acknowledges that Consultant's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant will not be liable for any resulting delay in the Services or failure to meet the Project Schedule, but in no event will such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor will Consultant be entitled to extra compensation for same. Consultant's sole remedy shall be an extension of time to complete the Scope of Services.
- C. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City will derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services will be and remain with Consultant.

10. OWNERSHIP AND USE OF MATERIALS

- A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") will, subject to the terms and conditions outlined herein, become the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials. Notwithstanding any provision to the contrary in this Agreement, the Materials prepared under this Agreement shall become the property of City upon completion of the services and payment in full of all monies due to Consultant. City shall not reuse or make any modification to the documents without the prior written authorization

of Consultant. City agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the Materials by City or any person or entity that acquires or obtains the documents from or through City without the written authorization of Consultant. If Consultant's services are terminated in accordance with this Agreement, this provision shall also apply to Materials delivered to City after such termination. Such delivery shall be contingent upon payment in full of all monies then due Consultant for services provided up to the date of termination. Under no circumstances shall the transfer of ownership of Consultant's Materials be deemed a sale by Consultant, and Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

- B. **No Patent or Copyright Infringement.** Consultant represents that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, will be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Consultant covenants that it will defend, indemnify and hold City harmless from any damages to the City to the extent found to be caused by Consultant for infringement of any patent or copyright related to City's use of Materials produced by Consultant and its employees, agents and subconsultants under this Agreement.
- C. **Delivery and Use of the Materials.** All Materials will be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant must forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.
- D. **Survival of Ownership and Use Provisions.** The provisions contained in Section 10, Ownership and Use of Materials survives the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.
- E. **Additional Copies.** If the City requires additional copies of reports, or any other material that Consultant is required to furnish as part of the Services under this Agreement, Consultant must provide such additional copies, and the City will compensate Consultant for the actual costs related to the production of such copies by Consultant.

11. CONFIDENTIALITY

- A. **No Disclosure.** Consultant must keep confidential and may not disclose, publish or release any information, data, or confidential information of the City to any person other than representatives of the City duly designated for that purpose in writing by the City. Consultant may not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement. Consultant must promptly transmit to the

City any and all requests for disclosure of any such confidential information or records. The obligations under this Section will survive the expiration or earlier termination of this Agreement. Notwithstanding any provision to the contrary in this Agreement, "Confidential Information" shall not include, in whole or in part, Consultant's Materials and Consultant shall not be restricted from disclosing any information that is reasonably necessary for Consultant to disclose: (1) to Consultant's employees, subconsultants and the General Contractor and subcontractors, if appropriate, or information in whatever form that is in the public domain; or (2) as part of the permitting and public entity approval process; or (3) if required as required by law or complying with an order to provide information or data when such an order is issued by a court, administrative agency or other legitimate authority; or (4) if reasonably necessary for Consultant to defend itself from any legal action or claim.

- B. **California Public Records Act.** Consultant acknowledges that the City is subject to the California Public Records Act (Government Code Section 6250 et seq.), known as the "PRA", and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges that it may have access to personal information as defined under the PRA, and Consultant will not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

All Scopes of Services and related documents received will be public records, with the exception of those elements, identified by the Consultant as business trade secrets and are plainly marked "Trade Secret", "Confidential" or "Proprietary". If disclosure is required under the PRA or otherwise by law, the City will not be liable or responsible for the disclosure of any such records and the Consultant will indemnify, defend, and hold the City harmless for any such disclosure.

12. CONFLICT OF INTEREST

Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City relating to this Agreement or that would in any way hinder Consultant's performance of services under this Agreement. Consultant's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 and following) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.), and California Government Code section 1090.

Consultant is required to file a Form 700 in compliance with the City's Conflict of Interest Code unless a written determination by the City Administrator is made modifying or eliminating said requirement, or unless otherwise exempted by law.

In addition, Consultant, Consultant's employees, and subconsultants agree as follows:

- A. That they will conduct their duties related to this Agreement with impartiality, and must, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question;
- B. May not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;

- C. May not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;
- D. May have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant must promptly declare it to the City, and;
- E. May not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm or corporation.

13. DISPUTE RESOLUTION

- A. **Dispute Resolution Procedures.** The parties will make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to this Agreement ("Dispute") using the Dispute Resolution Procedures set forth in this Section.
- B. **Negotiations.** First, the City's Project Representative and Consultant's Project Manager will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter will be promptly referred to the City Administrator or designee, and the Consultant's Principal, who will meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.
- C. **Mediation.** If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the City Administrator pursuant to subsection B above, either party may, by notice to the other party, submit the Dispute for formal mediation to a mediator selected mutually by the parties from the Monterey Superior Court's Court-Directed Mediator Panel list. The duration of any such mediation may not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) will be borne equally by the parties, and each party will bear its own costs of participating in mediation. The mediation will take place within or in close proximity to the City of Carmel-by-the-Sea.

In any mediation conducted pursuant to this section, the provisions of California Evidence Code section 1152 will be applicable to limit the admissibility of evidence disclosed by the parties in the course of the mediation. In the event the parties are unsuccessful in resolving the dispute through the mediation process, then the parties agree that the dispute will be submitted to Binding Arbitration to a single Arbitrator in accordance with the existing Rules of Practice and Procedure of the Judicial Arbitration and Mediation Services, Inc. (JAMS) within thirty (30) days of the close of mediation as declared by the mediator.

- D. **Arbitration.** The submission to Mediation and Arbitration in accordance with the requirements of this section of any and all agreements, differences, or controversies that may arise hereunder

is made a condition precedent to the institution of any action or appeal at law or in equity with respect to the controversy involved. The award by the arbitrator will have the same force and effect and may be filed and entered, as a judgment of the Superior Court of the State of California and is subject to appellate review upon the same terms and conditions as the law permits for judgments of Superior Courts. A "Prevailing Party" will be determined in the Arbitration, and the prevailing party will be entitled to reasonable costs incurred. Costs will include attorneys' fees and the cost of any expert employed in the preparation or presentation of any evidence and other costs authorized by the California Code of Civil Procedure. All costs incurred will be considered costs recoverable in that proceeding, and be included in any award.

14. TERMINATION OF AGREEMENT

- A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination must be in writing, setting forth the effective date of termination, and will not result in any penalty or other charges to the City, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:
- i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;
 - ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;
 - iii. Fails to observe or comply with all applicable laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;
 - iv. Breaches the Conflict of Interest provisions of this Agreement; or
 - v. Otherwise violates any provision of this Agreement.
 - vi. Consultant shall have the right to terminate this Agreement upon giving City ten (10) calendar days prior written notice for any of the following: (1) breach by City of any material term of this Agreement, including but not limited to non-payment of Consultant invoices when due in accordance with the payment provision of this Agreement; (2) material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach Agreement on the compensation and schedule adjustments necessitated by such changes.
- B. **Termination for Convenience.** The City may, at its option and sole discretion, terminate this Agreement, in whole or in part, with or without cause, at any time during the Agreement Term for the convenience of the City, upon ten (10) days written notice to the Consultant.

C. Steps after Termination:

- i. Upon termination of this Agreement by the City for any reason, the City will pay Consultant for performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement. Termination will be without prejudice to any other rights or remedies the City may have.
- ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant must:
 - a. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City in writing; and
 - b. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the Consultant may condition payment for services rendered to the date of termination for Consultant's delivery to the City of such Materials.
- iii. If this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means including, but not limited to, an agreement with another party.

15. LEGAL ACTION / VENUE

- A. Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement will be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement will be in Monterey County.
- B. If any legal action or proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party may recover reasonable attorneys' fees.

16. MISCELLANEOUS PROVISIONS

- A. **Non-discrimination.** During the performance of this Agreement, Consultant, and its subconsultants, may not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sexual orientation, either in Consultant's employment practices or in the furnishing of services to recipients. Consultant further acknowledges that harassment in the workplace is not permitted in any form, and will take all necessary actions to prevent such conduct.
- B. **Acceptance of Services Not a Release.** Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.

- C. **Force Majeure.** Either party is absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any course, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.
- D. **Headings.** The headings do not govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.
- E. **Entire Agreement.** This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Change Order of Services". Any Change Order to this Agreement will be effective only if it is in writing signed by both parties hereto and will prevail over any other provision of this Agreement in the event of inconsistency between them.
- F. **Conflict between Agreement and Exhibits.** In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement will take precedence.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and may be signed in counterparts, but all of which together will constitute one and the same Agreement.
- H. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that governs should any difference exist among counterparts of this Agreement.
- I. **Authority.** Any individual executing this Agreement on behalf of the City or Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- J. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired thereby. Limitations of liability and indemnities will survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.
- K. **Non-exclusive Agreement.** This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.

- L. **Assignment of Interest.** The duties under this Agreement are not assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer constitutes a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.
- M. **City Business License.** Prior to receiving a Notice to Proceed from the City, Consultant will obtain and maintain a valid City of Carmel-by-the-Sea Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.
- N. **Laws.** Consultant agrees that in the performance of this Agreement it will comply with all applicable federal, state and local laws and regulations. This Agreement will be governed by and construed in accordance with the laws of the State of California and the City of Carmel-by-the-Sea.

IN WITNESS WHEREOF, the parties enter into this Agreement hereto on the day and year first above written in Carmel-by-the-Sea, California.

CITY OF CARMEL-BY-THE-SEA

DocuSigned by:
Chip Rerig
356A09EEECAD41A...
City Administrator Signature
12/19/2022
Chip Rerig
Printed Name Date

CONSULTANT
[Signature]
Consultant Signature
JIM DUFFY 12/13/2022
Printed Name Date
PRESIDENT
Title
TEN OVER STUDIO, INC.
Consultant Legal Company Name

APPROVED AS TO FORM:

DocuSigned by:
Brian Pierik
01871F817806435...
By: Brian Pierik, Esq., City Attorney

Date: 12/20/2022

ATTEST:

DocuSigned by:
Nova Romero
480C5050B52C4E2...
By: Nova Romero, MMC, City Clerk

Date: 12/20/2022

Exhibit "A" Scope of Services
Exhibit "B" Key Personnel, Compensation, & Fee Schedule
Exhibit "C" Project Schedule

Exhibit A – Scope of Services

SERVICE AREA	POTENTIAL PROJECTS	POTENTIAL TASKS
Architecture	<p>Facility Remodels/ Renovations and Tenant Improvements for:</p> <ol style="list-style-type: none"> 1. City Hall 2. Fire Station 3. Forest Theater 4. Harrison Memorial Library 5. Park Branch Library 6. Police Station 7. Public Works Facility 8. Sunset Center 9. Vista Lobos Facility 10. Painting 11. Carpeting 12. Railings 13. Roof Replacements 14. Generators 15. Window Replacements 16. Roll-up Doors 17. Tenant Improvements 18. Peer reviews 	<ul style="list-style-type: none"> • ADA Evaluations (CAsp) • Building Condition Assessment Reports • Cost Estimating • Design Plans and Specifications • Feasibility Studies • Historic Preservation • Interior Design/FF&E • Master Planning/Space Planning • On-Call Services • Project Management • Public Bidding and Construction Support • Public Charrettes • Renderings • Schematic Design • Technical Reports and Presentations • Landscape Architecture

Exhibit B – Key Personnel, Compensation & Fee Schedule

No.	Key Personnel from FORM C	Role	Fully Burdened Hourly Rates		
			7/1/2022 to 6/30/2023	7/1/2023 to 6/30/2024	7/1/2024 to 6/30/2025
1.	Candice Wong	Principal In Charge, Primary Project Manager	\$ 200	\$ 200	\$ 200
2.	Jim Duffy	Architect of Record, Design Architect, QAQC	\$ 200	\$ 200	\$ 200
3.	Jesse Pereira	Project Architect	\$ 150	\$ 155	\$ 160
4.	Hilary Dunsmoor	Senior Designer	\$ 110	\$ 115	\$ 120
5.	Mathieu Anfosso	Media Designer	\$ 145	\$ 150	\$ 155
6.	Dana Lossing	Interior Design Manager	\$ 115	\$ 120	\$ 125
7.	Thomas Swayze	Principal Structural Engineer	\$ 220	\$ 225	\$ 225
8.	Denver Stanger	Mechanical Designer, PM	\$ 170	\$ 175	\$ 180
9.	Christopher Jose	Electrical Designer, PM	\$ 160	\$ 165	\$ 170
10.	Richard Weber	Principal Civil Engineer	\$ 230	\$ 235	\$ 240

No.	Other Staff (or Classifications)	Role	Fully Burdened Hourly Rates		
			7/1/2022 to 6/30/2023	7/1/2023 to 6/30/2024	7/1/2024 to 6/30/2025
10.	Architecture	Job Captain	\$ 130	\$ 135	\$ 140
11.	Architecture	Designer	\$ 115	\$ 120	\$ 125
12.	Landscape Architecture	Principal Landscape Architect	\$ 175	\$ 180	\$ 185
13.	Landscape Architecture	Landscape Designer	\$ 120	\$ 125	\$ 130
14.	Structural Engineer	Project Manager	\$ 155	\$ 160	\$ 165
15.	Structural Engineer	Project Engineer	\$ 130	\$ 135	\$ 140
16.	Mechanical/Plumbing Engineer	Principal Engineer	\$ 180	\$ 185	\$ 190
17.	Mechanical/Plumbing Engineer	Project Engineer	\$ 130	\$ 135	\$ 140
18.	Electrical Engineer	Principal Electrical Engineer	\$ 185	\$ 190	\$ 195
19.	Electrical Engineer	Project Engineer	\$ 125	\$ 130	\$ 135
20.	Civil Engineer	Project Manager	\$ 190	\$ 195	\$ 200
21.	Civil Engineer	Engineer III	\$ 170	\$ 175	\$ 180

Your firm's fully burdened hourly rates should include:

Software	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Vehicles	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Phone / Cell	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Printing	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Mileage	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Postage/Courier	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

Please initial here to acknowledge that markups for subconsultants and other direct costs shall not exceed 10.0% 

Subconsultants:

- 3C Engineering - Mechanical Engineering, Plumbing
- Biggs Cardosa Associates, Inc. – Structural Engineering
- Thoma Engineering - Electrical Engineering
- Whitson Engineers - Civil Engineering and Surveying



Our Mission
*To Leave the World
Better than We Found It*

TEN OVER STUDIO 2022 - 2025 HOURLY RATES

EMPLOYEE RATES (HOURLY)
Unless otherwise agreed in advance, the fees for professional services performed by TEN OVER STUDIO shall be performed on a time and materials basis at TEN OVER STUDIO'S then-current rates for such work. These hourly rates are effective until July 1, 2025. Ten Over Studio reserves the right to adjust hourly rates on an annual basis as shown below.

	7/1/2022 THROUGH 6/30/2023	7/1/2023 THROUGH 6/30/2024	7/1/2024 THROUGH 6/30/2025
Architecture - Principal in Charge	\$200	\$200	\$200
Architecture - Architect of Record	\$200	\$200	\$200
Architecture - Project Manager	\$165	\$170	\$175
Architecture - Project Architect	\$150	\$155	\$160
Architecture - Job Captain	\$130	\$135	\$140
Architecture - Designer	\$115	\$120	\$125
Architecture - Senior Designer	\$110	\$115	\$120
Interior Designer	\$115	\$120	\$125
Landscape Architecture - Principal in Charge	\$175	\$180	\$185
Landscape Architecture - Project Manager	\$150	\$155	\$160
Landscape Architecture - Landscape Architect	\$150	\$155	\$160
Landscape Architecture - Senior Designer	\$130	\$135	\$140
Landscape Architecture - Designer	\$120	\$125	\$130
Administrative	\$60	\$65	\$70
Media Designer	\$145	\$150	\$155

SAN LUIS OBISPO, CA
805.641.1010

SAN JOSE, CA
805.641.1010

BEND, OR
541.640.1010

info@tenoverstudio.com
tenoverstudio.com

CLIENTS INITIALS



Hourly Rate Schedule

Position	2022	2023	2024
Principal	\$185.00	\$195.00	\$205.00
Mechanical/Plumbing Engineer	\$135.00	\$145.00	\$145.00
Commissioning Services	\$125.00	\$125.00	\$135.00
Energy Analyst	\$115.00	\$125.00	\$125.00
DDC Technician	\$145.00	\$155.00	\$165.00
Drafter	\$85.00	\$85.00	\$95.00
Support Staff/Admin	\$75.00	\$75.00	\$75.00

Overtime

When applicable, will be invoiced at 1.5 times the billing rate for standard overtime, and 2.0 times the billing rate for Holidays and Sundays.

Invoices

Invoices will be sent reflecting time spent to the nearest 15 minutes (0.25 hour) and will include travel time.

Reimbursable Expenses

All reimbursable expenses billed at cost incurred plus 15%

**BIGGS CARDOSA
ASSOCIATES INC**
STRUCTURAL ENGINEERS

40 Federal Street
San Francisco, CA 94107-1409
Telephone 415 986 1911

CHARGE RATE SCHEDULE

	2022-2023	2023-2024	2024-2025
Senior Principal	\$303	\$314	\$325
Principal	\$261	\$270	\$280
Associate	\$240	\$249	\$257
Engineering Manager	\$209	\$216	\$224
Senior Engineer	\$188	\$195	\$201
Project Engineer	\$172	\$178	\$185
Staff Engineer	\$159	\$164	\$170
Assistant Engineer	\$146	\$151	\$157
Junior Engineer	\$134	\$138	\$143
Senior Computer Drafter	\$152	\$157	\$162
Computer Drafter	\$134	\$138	\$143
Junior Computer Drafter	\$120	\$124	\$129
BIM/Visualization Specialist	\$152	\$157	\$162
Project Administrator	\$172	\$178	\$185
Project Coordinator	\$141	\$146	\$151
Secretarial Administrative Services	\$109	\$112	\$116
Construction Manager	\$251	\$260	\$269
Senior Structural Representative	\$219	\$227	\$235
Structural Representative	\$195	\$202	\$209
Assistant Structures Representative	\$157	\$162	\$168
Senior Bridge Inspector	\$195	\$202	\$209
Subconsultants		Cost Plus 10%	
Expenses		Cost Plus 15%	
In-House CADD Plots			
Prints		\$0.32/ sq. ft.	
Plots		\$1.60/ sq. ft.	
Mylar Plots		\$3.20/ sq. ft.	





ELECTRICAL ENGINEERING SCHEDULE OF HOURLY RATES 2022, 2023, 2024

	2022	2023	2024
Professional Electrical Engineer	\$216.00	\$223.00	\$230.00
Electrical Engineer / Designer	\$189.00	\$195.00	\$201.00
Electrical Design Assistant	\$134.00	\$139.00	\$144.00
Electrical Cost Estimator	\$142.00	\$147.00	\$152.00
Field Technician / Electrician	\$137.00	\$142.00	\$147.00
Computer Aided Design / Drafter	\$120.00	\$124.00	\$128.00
Secretarial	\$101.00	\$105.00	\$109.00

Note: Overtime rates shall be 1.5 times the rates listed above for hours worked.

Reimbursable expenses shall include the following:

- Sub-consultant cost plus 10% markup or as negotiated.
- Instrumentation and Equipment rental costs plus 10% markup.
- Reproduction Cost + 15%

Rates are effective through December 31 annually



Civil Engineering • Land Surveying
 6 Harris Court, Monterey, CA 93940 | 831 649 5225
 whitsonengineers.com

HOURLY RATE SCHEDULE

<u>Category</u>	<u>Hourly Rate</u>
Principal Engineer	\$ 240.00
Senior Civil Engineer	\$ 195.00
Senior Land Surveyor	\$ 195.00
Civil Engineer	\$ 175.00
Land Surveyor	\$ 175.00
Senior Associate Engineer / Surveyor	\$ 165.00
Associate Engineer / Surveyor	\$ 150.00
Assistant Engineer / Surveyor	\$ 130.00
Senior Engineering / Survey Technician	\$ 125.00
Engineering / Survey Technician	\$ 120.00
Administrative Support	\$ 75.00
Engineering Aide	\$ 70.00
Expert Witness / Court Hearing	\$ 325.00
 Field Surveying*	
One Person Survey Crew (Prevailing Wage)	\$ 210.00
Two Person Survey Crew (Prevailing Wage)	\$ 350.00
 Reimbursables	
Professional Services by Others	Cost Plus 10%
In-House Large Format Plotting / Copies (Black & White)	\$0.54 / S.F.
In-House Plots, Prints, Copies (Color/Special Media)	Rates vary, available upon request
In-House Prints / Copies (Black & White)	\$0.10/sheet for 8.5x11, \$0.54/sheet for 11x17
Materials, Postage, Reproduction, Telephone	Cost Plus 10%
Mileage	Per Current Federal Rate

*Survey Crew rates are Prevailing Wage
 Rates effective January 1, 2020

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Exhibit C - Project Schedule

When the City requests a particular architectural service task for which the on-call architectural Consultant is retained, a project schedule will be developed by the Consultant and negotiated between the City and Consultant for that specific task.