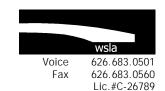
547 S. Marengo Ave - Pasadena California 91101



Craig Fox 526 Adelaide Drive Santa Monica, CA 90402

May 9th, 2012

Re: Proposal for Architectural Services RFP WSLA-2012-Fox Residence Upgrades & Kitchen Remodel.

The following is a description of the architectural services to be performed by **WILLIAM S. LONG Architect Inc.** (referred to herein as "**WSLA**"). Services are intended for the proposed Residential remodel at the Address and property known as 526 Adelaide Drive. Santa Monica, CA 90402.

SCOPE OF THE PROJECT

WSLA will provide architectural services as required by the Owner, Herein referred to as the "Client". Based on the project scope listed below, WSLA will document new designs for the "Client's" Main house, ground floor Design project, related to the kitchen, Laundry, family room and Guest bedroom suite.

The purpose of the work outlined within this proposal is intended to provide the owner with a documented set of drawings outlining the existing conditions, and a set of "Construction Drawings" to depict an overall design strategy for the Kitchen & Family room remodel and the Guest Suite project.

Service Outline:

Services will include but not be limited to the following:

1. Design:

A fixed amount of design time (15 hours) has been allocated to allow for between 3 and 4 design revisions, including time for client review/meetings.

2. Construction Documentation:

Provide Drawings and documentation to indicate and execute the proposed designs.

- 3. **Engineering:** Provide engineering allowance, at the time of writing of this proposal the engineering scope has yet to be determined
- **4. Budgeting:** A budget will be prepared at the completion of the schematic design phase, and again prior to pursuing the application for a permit.

Permitting:

Provide permitting time for processing the permit at the City offices of Santa Monica.

Scope Outline:

The Initial Scope shall include, but not be limited to the following:

1. Existing Documentation:

Document the existing Residence in terms of floor plans and exterior elevations, as a set of as built drawings for the Residence.

Scope Outline (continued):

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2. Kitchen, Den, Laundry & Guest suite :

Provide new designs to relate the various components together to include exterior windows and doors in the affected area.

3. Chimney Removal:

Plan the Chimney Removal and prepare designs to address the areas affected by the void.

4. Structural considerations:

Prepare a strategy to resolve the removal of the chimney from the roof down to the foundation, and address the structural impact of, and develop solutions for the New Design which is an open plan concept, requiring reconfiguration of the framing.

Items not included: Items not listed in the above scope:

Pool house Designs, site designs, exterior designs, Landscape designs, living room and upper level designs beyond the reconfiguration of the areas directly adjacent to the chimney removal.

CONTRACT RESPONSIBILITIES AND PROVISIONS

Architect's Responsibilities

The Architect shall provide architectural services for the project, including standard structural, mechanical and electrical design services. Services shall be performed in a manner consistent with professional skill and care according to the 'Basic Services' (page 3) of this proposal. During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. Unless otherwise agreed, the Architect's services during construction include visiting the site, reviewing and certifying payments, reviewing the Contractor's submittals, rejecting nonconforming Work, and interpreting the Contract Documents.

Architectural Services not covered by this Agreement include, among others, revisions due to changes in the scope, quality or budget. The Architect shall be paid additional fees for these services based on the Architect's hourly rates when the services are performed.

Owner's Responsibilities

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the project, and shall establish a budget with reasonable contingencies that meets the project requirements. The owner shall furnish or approve as consultants surveying, geotechnical engineering and environmental testing services upon request by the Architect.

Use of Architect's Documents

Documents prepared by the Architect are instruments of service for use solely with respect to this project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall not reuse or permit the reuse of the Architect's documents except by mutual agreement in writing.

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BASIC SERVICES

WSLA basic services consist of five phases described below. The completion of each phase is subject to the Owner's approval.

PHASE 1: (Included in Contract)

Schematic Design (per scope above)

WSLA shall provide existing documentation and develop an overall strategy with the owner for the design direction of the project. This phase shall include both design studies in plan and in elevation in order to express clearly, the design intent for the project.

PHASE 2: (Included in Contract)

Design Development (Structural /mech. /equip. /Elec. Coordination)

Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the Project Budget, WSLA shall prepare for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project regarding materials, architectural systems and such other elements as may be appropriate. WSLA shall coordinate the work of all required technical consultants regarding structural, mechanical and electrical systems, and will advise and assist the Owner in the decisions to be made regarding the systems for the residence.

PHASE 3: (Included in Contract)

Construction Documents (Drafting and Coordination)

Based on the approved Design Development documents, WSLA shall prepare for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

PHASE 4: (Included in Contract)

Permits, Permitting & Permitting Revisions

WSLA shall assist the Owner in connection with the Owner's responsibility for filing documents required for approval of governmental authorities and local organizations having jurisdiction over the Project.

PHASE 5: (Included in Contract)

Construction Observation

WSLA shall be representative of the Owner during the Construction Phase, and shall advise and consult with the Owner. WSLA will review the work of all craftsmen, fabricators and installers who have been retained by the Owner for construction services. Construction Observation will be billed hourly at hourly rates outlined in the next section. WSLA shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed by WSLA in writing, to observe the work in order to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents, through to the completion of construction.

FEE AND PAYMENT SCHEDULE

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Fees are based on the scope of work as outlined above,

Billing will occur based on the progress for values at each phase shown in the schedule below.

Architectural Fees: Facilities Area Scope:

Upon Acceptance of the proposal:	\$2,600.00
Upon completion of Existing conditions documentation.	\$4,250.00
Upon Percentage of progress of Schematic Design Documentation:	\$1,750.00
Upon Percentage of progress of Construction documentation:	\$3,450.00
Architectural Services Sub T otal	\$12,050.00
*Engineering Calculation fees (estimated-Actual upon completed design): *Structural Drawings and details (estimated-Actual upon completed	\$1,450.00
design):	\$3,200.00
Sub-Consultant Sub T otal	\$4,650.00
Project services t otal	\$16,700.00
*These consultants will be managed by WSLA.	

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WSLA 2011-2012 General Services Fee Schedule:

Should additional services be requested by the owner,

they shall be billed as incurred following the hourly fee structure listed below:

- Design Revisions (Design for additional revisions or additional elements not previously specified by client in phases 1, 2, or 3 of this proposal.)
 \$ 135.00/hr.
- Construction Observation: there is a 2 hour minimum, and time begins upon arrival at the site.

\$ 135.00/hr.

\$ 125.00/hr.

 Construction Document revisions/additions (Changes requested by the owner that require partial or complete re-drawing of the elements of approved documents)
 \$75.00/hr.

Permitting Applications

• Contract Administration & Processing \$ 65.00/hr.

• Computerized Rendering \$ 95.00/hr

See reimbursable section (below) for travel and other reimbursable expenses.

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REIMBURSABLE EXPENSES (All documents are computer generated)

All reimbursable expenses will be billed at cost plus a 10% administrative fee. Expenses require owner's approval and may include air travel, hotel accommodations, Deliveries and messenger services, vehicle rental, meals, and other customary business expenses directly attributable to this project effort.

All documents will be produced digitally and distributed electronically. Hardcopy paper reproduction of documents (plotting of drawings, printing of details, spreadsheets, schedules, etc.) or other documents and their related distribution will be billed at cost plus a 10% administrative fee.

- In-House Plotting of Architectural Size Sheets will be billed @ \$.35 / square foot.
- Letter, Legal & Tabloid Plot (Color or Black & White) No Charge

WSLA will provide to Owner, upon request, all records of reimbursable expenses.

TERMINATION

This agreement can be terminated at any time. WSLA shall be compensated for all services performed to the termination date together with reimbursable expenses then due. The prevailing party in any dispute relating to this agreement shall be entitled to recover reasonable costs and attorney's fees, including, but not limited to, all post-judgment costs and attorney's fees.

The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Agreement. Neither party to this Agreement shall assign the contract as a whole without written consent of the other

ACCEPTANCE

If this Agreement is acceptable to you, please sign and date where applicable and return one copy to the above address.

Craig Fox Authorized Owner/ Representative	
Signature Representative	Date
Signature	Date
William S. Long Principal, William S. Long Architect, Inc.	