



WALD RUHNKE & DOST
ARCHITECTS LLP

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May 9, 2022

Anthony Davi Jr.
A.G. Davi Property Management
484 Washington Street, Suite D
Monterey, CA 93940
Email: ajr@agdavi.com

Re: 911-915 Blanco Circle – As-built site measure
911-915 Blanco Circle
Salinas, CA 93901
WRD Project Number: 22093

Dear Anthony:

Thank you for allowing Wald, Ruhnke & Dost Architects, LLP (WRD) the opportunity to provide architectural services for the above listed project. This proposal and the attached Terms and Conditions set forth our understanding of the nature and scope of the services to be performed and the fees we will charge for this service, as well as outline the responsibilities of the parties involved to ensure that WRD services are performed under mutually agreeable objectives.

PROJECT DESCRIPTION

Field measure portion of interior space at 915 Blanco Circle in Salinas, CA. for tenant expansion. See exhibit 'A' for area of field measurement. Additional field measurements have been requested of the perimeter walls and location of demising walls separating tenant suites at 911-915 Blanco Circle for square footage area calculations. No other interior walls will be located except for the demising walls separating the tenant suites. See exhibit 'B'. Field measurements will consist of locating walls, doors, built-in cabinetry and plumbing fixtures. Deliverables to consist of 'as-built' floor plans in AutoCad format and PDF format.

SCOPE OF ARCHITECTURAL SERVICES

Provide 'As-Built' drawings to include the following:

Partial field measurement of 915 Blanco Circle – see exhibit A

Perimeter and location of demising walls separating 911-915 Blanco Circle – see exhibit B

FEE

The above services will be provided for fee:

As-built Drawings	\$ 2,500
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EXCLUDED ITEMS

Services other than specifically identified above
Asbestos, mold, and hazardous material considerations
Construction/Permit Documents
Cost estimating
Furniture, Fixtures, and Equipment (FF&E)
Reflected Ceiling Plans
Government agency fees
Reimbursable expenses
Reproduction drawings

AGREEMENT TERMS

The following Terms and Conditions shall be incorporated into the architectural fee proposal and become effective upon proceeding with the Scope of Work. If you have any questions, please contact Shawn Capps at 831-649-4642.

Sincerely,
Wald, Ruhnke & Dost Architects, LLP



Henry Ruhnke
Principal

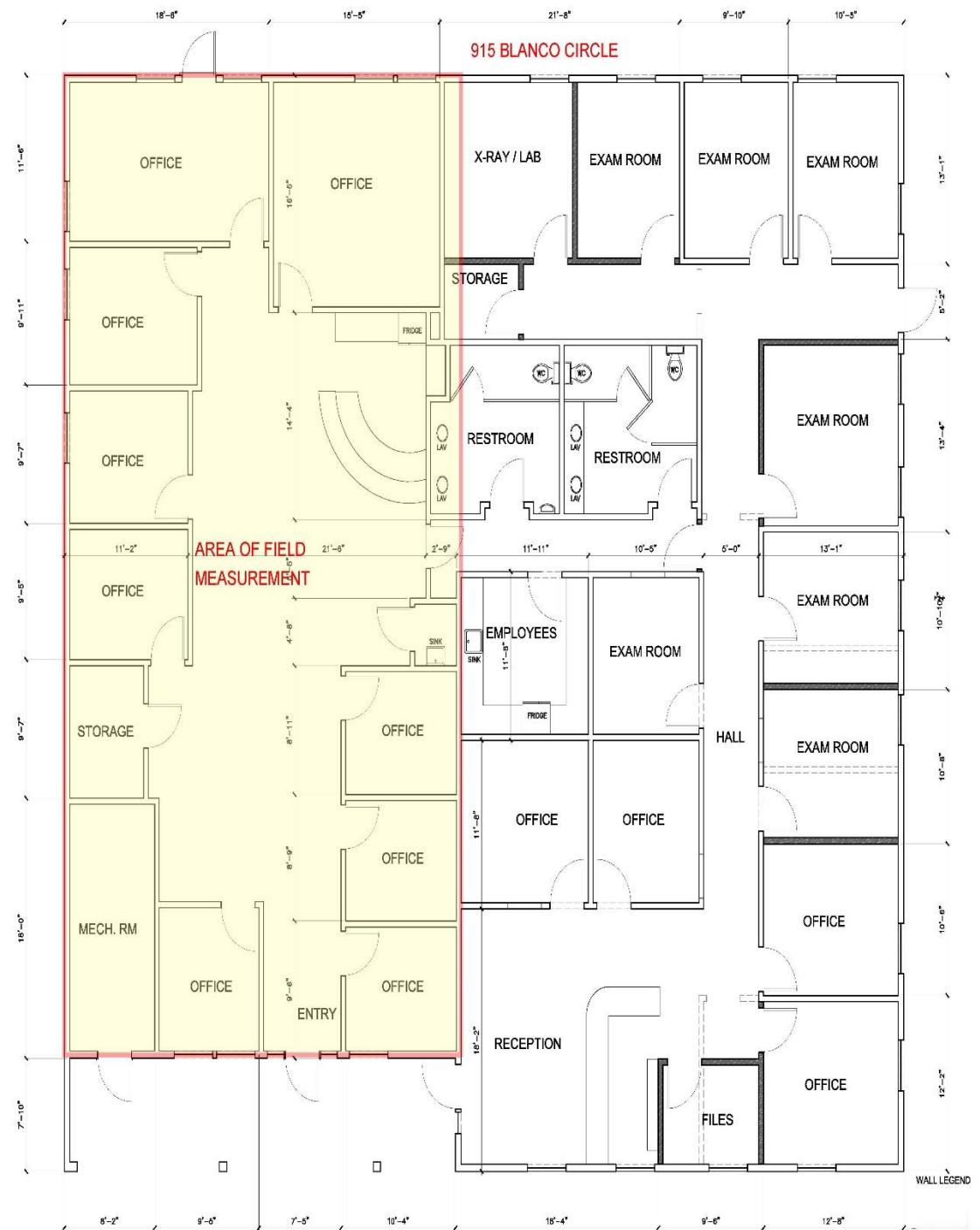
Approved by:

Client

Date

HR/sc
Attachments

EXHIBIT 'A'





Effective October 1, 2021

Office Personnel Hourly Rates:

Principals	\$240 - 260
Project Architects/Managers	\$190 - 200
Construction Managers	\$175 - 190
Job Captains	\$160 - 185
Interior Designers	\$160 - 175
CAD Technicians	\$140 - 150
Administrative Assistants	\$100 - 120

Specialty Services Hourly Rates:

Expert Witness	\$375
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Reimbursable Expenses:

Travel

Mileage	Current Federal Rate +15%
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In House Charges

B&W prints/copies - Letter/Legal	\$ 0.25 per page
B&W prints/copies - Ledger	\$ 0.65 per page
Color prints/copies - Letter/Legal	\$ 0.80 each
Color prints/copies - Ledger	\$ 1.65 each
Fax Charges	\$ 0.50 per page
Comb Binding /Binders	\$ 6.00 each

Printing & Plotting

Bond 24" X 36"	\$ 3.50 per sheet
Bond 30" X 42"	\$ 4.50 per sheet
Color 24" X 36"	\$10.00 per sheet
Color 30" X 42"	\$14.00 per sheet

Scanning

8½" X 11" - Letter/Legal	\$ 0.55 per sheet
11" X 17" - Ledger	\$ 0.55 per sheet
24" x 36"	\$ 8.50 per sheet
30" x 42"	\$12.50 per sheet

Other Charges

Consultant charges are billed at cost, plus fifteen (15%) percent.

Outside reproduction charges, government agency fees, postage, phone charges, travel, and related reimbursable expenses are billed at actual face value of the invoice, plus fifteen (15%) percent.

Staff travel time is billed at the office personnel hourly rates.

Fees subject to change

WALD, RUHNKE & DOST ARCHITECTS, LLP TERMS AND CONDITIONS

The following Terms and Conditions shall be incorporated into Wald, Ruhnke & Dost Architects, LLP's ("WR&D") Fee Proposal and become effective upon proceeding with the Scope of Work:

1. WR&D is an independent contractor and shall not be liable for the acts of Client or its agents in performing Work.
2. WR&D's services and work product for the Project are intended for the sole benefit of Client and are not intended to create any third-party rights or benefits.
3. The services shall be performed in a manner consistent with that level of skill ordinarily exercised by other professional Architects for similar projects under similar circumstances. No other representations to Client, express or implied, and no warranty or guarantee is included or intended in this Agreement or WR&D's Work Product, opinion, or otherwise. Client understands and acknowledges that each project is different, and there will always be revisions and clarifications in plans and specifications as a project proceeds which may have cost and schedule impacts.
4. Neither party may assign any portion of this Agreement or any rights hereunder without the written consent of the other.
5. All tracings, calculations, and other original documents produced by WR&D for the Project ("WR&D's Work Product") are instruments of services and shall remain the property of WR&D, except where by law or governmental requirement or prior agreement, all or some portion of WR&D's Work Product becomes property of Client. Upon payment of WR&D's fees and costs as provided in this Agreement, Client shall receive the limited right to use WR&D's Work Product solely for the specific Project covered by this Agreement.
6. In the event Client elects to reduce WR&D's scope of services, Client hereby agrees to release, hold harmless, defend, and indemnify WR&D from any and all claims, damages, losses, or costs associated with or arising out of such reduction in services.
7. Client and WR&D agree that inspection, maintenance, and normal repair are the exclusive obligations of the owner of a structure. WR&D shall have no responsibility for the inspection, maintenance, and normal repair of any portion of the Project, or for damages arising out of the failure to inspect, maintain, or repair the Project.
8. If Client fails to pay due amounts within fifty (50) calendar days of the date of the invoice, WR&D may, at any time and without waiving any other claim against Client and without incurring any liability whatsoever to Client or others, suspend or terminate this Agreement. Service charges of 1.5% per month shall accrue on all unpaid invoice amounts sixty (60) days after date of invoice unless prior arrangements have been made.
9. If Client objects to any portion of an invoice, Client shall notify WR&D in writing within ten (10) calendar days of receipt of such invoice. Client shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Service charges of 1.5% per month (18% annum) shall be paid by Client on all disputed invoiced amounts resolved in WR&D's favor and unpaid for more than sixty (60) calendar days after date of submission. Client may not backcharge or withhold payment from WR&D as an offset to damages or construction costs except to the extent the fees at issue were deficient. Payment is due regardless of suspension or termination of the Agreement by either party.
10. In the event legal action is necessary to enforce the payment provisions of this Agreement, WR&D shall be entitled to collect from Client, in addition to any judgment or settlement sums due, all attorneys' fees, Court costs up to a maximum of Fifty Thousand Dollars (\$50,000) and expenses incurred by WR&D in connection therewith and, in addition, the reasonable value of WR&D's time and expenses spent in connection with such action, computed at WR&D's prevailing fee schedule and expense policies. All such claims shall be adjudicated in the County of Monterey, State of California.
11. Client recognizes that contractor and subcontractors will be in control of the Project site and exclusively responsible for construction means, methods, schedule, and jobsite safety. Client shall require all contractors and subcontractors to defend, indemnify, and hold harmless Client and WR&D from any and all claims, losses, suits, damages, and liabilities, including attorneys' fees and costs, arising in any way from such contractors' or subcontractors' services or work product, except to the extent caused by WR&D's sole negligence or willful misconduct. In support of this obligation, Client shall require all contractors and subcontractors to include Client and WR&D as additional insureds under its insurance policies applicable to the Project. WR&D shall not be responsible for damages, losses, costs, or claims caused by contractors or subcontractors, except to the extent caused by WR&D's sole negligence.

12. Where Client has directly retained other consultants, Client agrees that it shall not seek to hold WR&D responsible for errors, omissions, or other wrongful acts of such other consultants except to the extent of WR&D's proportionate responsibility for such claims, damages, or losses, or to the extent subconsultants' insurance and other resources are inadequate to respond to the claim. Client shall also require all such consultants to appropriate professional and general liability insurance.
13. WR&D does not guarantee that proposals, bids, or actual costs will not vary from cost opinions, evaluations or studies prepared by WR&D.
14. When applicable per the Scope of Work, Construction Support services performed by WR&D shall be performed solely for the purpose of assisting in quality control and general conformance with contract drawing and specifications. By providing such services, WR&D does not guarantee contractor's performance. Such services are not intended to create rights of or benefits to the contractor.
15. WR&D shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the Project site including, but not limited to, asbestos, asbestos products, PCBs or other toxic substances.
16. WR&D agrees to put forth its professional efforts to perform its services in a manner consistent with the agreed-upon schedule. WR&D is not responsible for delays in Client's planning or construction schedules, failure of Client to furnish timely information or documents, or to approve or disapprove WR&D work promptly, by reason of delay or faulty performance by Client, other contractors or governmental agencies, or any other causes beyond WR&D's reasonable control.
17. In the event of suspension of work on the Project, in excess of fifty (50) days, Client will be subject to a remobilization fee to reengage team members on the Project. This remobilization fee will be equal to 20% of the remaining fee on the contract.
18. Either WR&D or Client may terminate this Agreement at any time, with or without cause, upon giving the other party ten (10) calendar days' prior written notice. Upon such termination, WR&D shall submit a request for payment for all services rendered and all costs incurred up to the date of termination. Client shall, within ten (10) days of receiving WR&D's request for payment, pay WR&D's unpaid fees and costs in accordance with the compensation provisions of the Agreement.
19. Client shall indemnify, defend and hold WR&D harmless from all claims, damages, losses and expenses (including reasonable attorneys' fees) arising from the Project, except to the extent such claim, damage, loss or expense is caused by the negligent act, omission, and/or strict liability of WR&D, anyone directly or indirectly employed by WR&D, or anyone for whose acts WR&D is liable.
20. In recognition of the relative risks, rewards and benefits of the Project to both Client and WR&D, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of WR&D, its employees and consultants, to Client and all others for any and all injuries, claims, losses, expenses, damages or claim expenses, including attorneys' fees and costs and expert witness fees and costs, arising out of this Agreement or the Project so that the total aggregate liability of WR&D to Client and all others shall not exceed the lesser of Fifty Thousand Dollars (\$50,000) or the fee received to a maximum of Two Hundred Fifty Thousand Dollars (\$250,000). It is intended that this limitation will apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Such causes include, but are not limited to, WR&D's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.
21. In no event shall WR&D be liable for consequential damages including, without limitation, loss of use or loss of profits incurred by Client, regardless of whether such claim is based upon alleged breach of contract, willful misconduct or negligent act or omission, whether professional or nonprofessional.
22. This Agreement contains all terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. No change, modification, or amendment to this Agreement will be valid unless agreed to by both of the parties hereto in writing.
23. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be binding upon the parties.

Architects are licensed and regulated by the California Architects Board
located at 2420 Del Paso Road, Suite 105, Sacramento, CA 95834.