

FELD & ASSOCIATES
ARCHITECTURE



FELD & ASSOCIATES ARCHITECTURE

8624 W. PICO BLVD
LOS ANGELES, CA 90035
510.326.7696

DATE:
10/31/2025

ARCHITECT:
DOVID Y. FELD AIA LEED AP BD+C (CA LICENSE #c37588)

CLIENT:
MICHAEL SIMMONS

PROPERTY ADDRESS:
3705 WESTWOOD BLVD, LOS ANGELES, CA 90034
APN: 4252 – 026 – 036

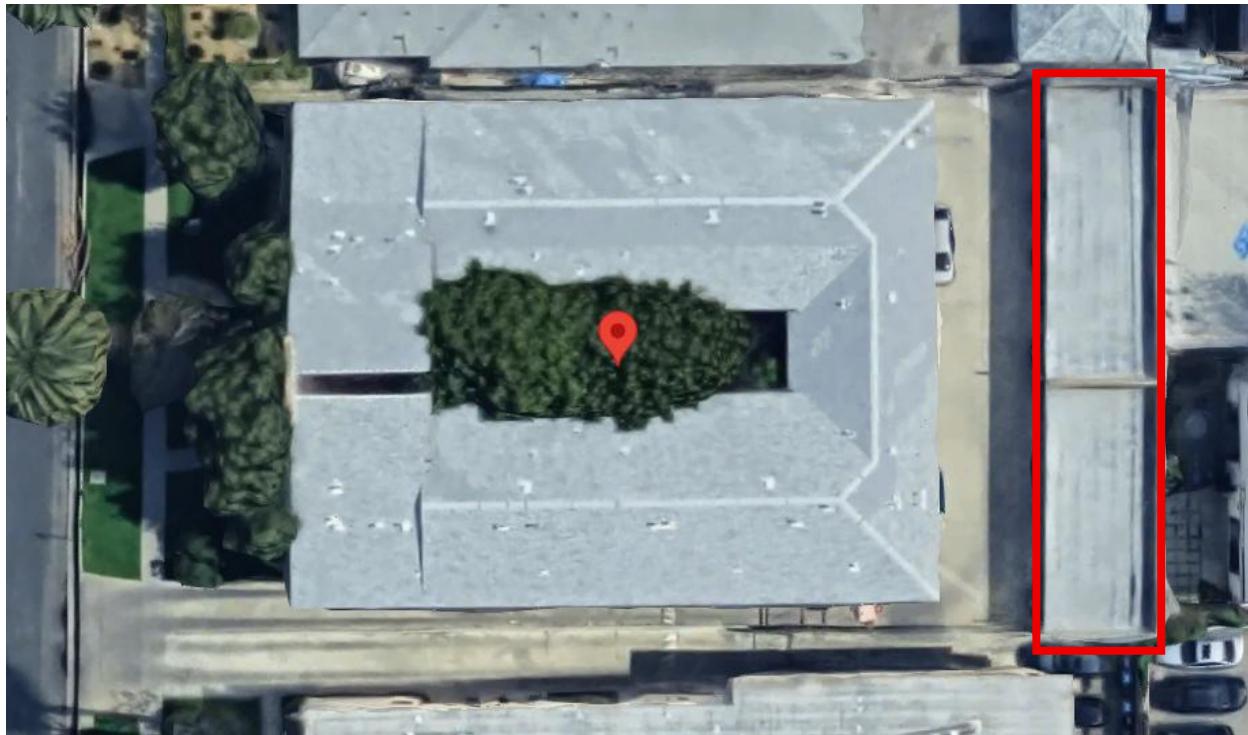
ARTICLE 1: GENERAL INFORMATION:

- (1.1) All work, design, processing or other work provided in this contract is limited to the current design and subject to the current project alone and may not be repeated in any other parcel, land, development, construction, design, or in any form without the written authorization from the designer.
- (1.2) Methods of service may include studies, models, details, sketches, animations, surveys, zoning guidance, labels, specifications, notations, comments, 2D and 3D products, and all other similar materials.
- (1.3) This contract and scope are based on the initial information below:
- (1.4) The client must acknowledge that this design proposal is a developer proposal for a permit set that will meet minimum city planning building and safety requirements for permit processing.
- (1.5) The client, the builder and architect, may and shall rely on the initial information that is present. However, all parties recognize that such information may change; at such an event, the client and the designer, shall adjust the service(s) provided by Feld and Associates Architecture, and determine compensation for additional services provided by Feld and Associates.

ARTICLE: 2 RESPONSIBILITIES OF ARCHITECT/ENGINEER:

- (2.1) ARCHITECT/ENGINEER shall perform the scope provided in this agreement and consistent with professional skills and care provided by architects who perform similar services.

ARTICLE 3: SCOPE PROVIDED BY ARCHITECT, SERVICES:



(3.1) THE SCOPE FOR THIS PROJECT SHALL INCLUDE:

Type of Contract	New Construction/ADU
Description	TWO (2) DUPLEX ADU'S ABOVE TUCK-UNDER GARAGE
Location	REAR OF PROPERTY
Layout	TWO (2) BEDROOM / ONE (1) BATHROOM
Size (Approximate, Not Exact/Final)	600 SQ FT EACH
Type of Construction (Proposed)	V-B

- (3.2) Architect/Engineer will be involved under this contract until the above scope of work is approved: by receipt of the RTI (ready to issue permit) email or notification from the city of Los Angeles.
- (3.3) Feld and Associates includes Architectural Plans and Structural Plans and Calculations in its basic scope of services for this project. Feld and Associates also includes ministerial submission to LADBS Zoning, Building, DAS departments in its basic scope of services. Due to the fact that ab1211

is a new legislation as of 9.20.24 that has not yet been implemented by individual municipalities, no entity can fully understand the requirements for these submissions. Special drawings and submission work for departments outside of the above mentioned would be under separate agreement.

NOTES:

1. Maximum of two (2) meetings to be scheduled during the schematic phase.
2. Maximum of two (2) revision requests during the schematic phase. (additional revision requested to be billed at an hourly rate).
3. In the event client/interior designer requests any additional time or information work to be billed at an hourly rate listed below.
4. No interior design services are included in the contract.

ARTICLE 4: REIMBURSEMENTS:

- (4.1) Should the plan check fee, permit fee, consultants fees and all fees paid by Feld and Associates, pertaining to this project to all parties, vendors or agencies involved shall be reimbursed within two weeks of payments being paid.
- (4.2) Printing and plotting costs. (The cost of four (4) sets of C.D. documents will be in this contract).

ARTICLE 5: HOURLY RATES, LATE FEES AND COMPENSATION:

- (5.1) Principal rate will be charged at \$300.00 Per Hour
- (5.2) Project Management will be charged at \$200 Per Hour
- (5.3) Designer work will be charged at \$125.00 Per Hour
- (5.4) Administrative work will be charged at \$85.00 Per Hour
- (5.5) Site visits and on-site consultation shall be charged at \$250 per site visit.
- (5.6) **Late Fees:**
 1. Late fees of more than two weeks shall bear a delinquency fee of 10%
 2. Late fees of more than one month shall bear a delinquency fee of 15%
- (5.7) Additional Services: Meetings, Revisions or other additional requests will be charged at rates listed above
- (5.8) Delay of payment of more than one month from due date shall constitute grounds of non-performance and be subject to cancellation of contract (See Article 8).
- (5.9) Restarting of project after non-performance shall incur a restart fee of \$3,000.

ARTICLE 6: EXCLUSIONS:

- (6.1) This contract excludes all services not included in the **SCOPE OF WORK ABOVE**, including but not limited to, all scope not related to the general design practice standards, such as ~~structural~~, soil, geological, mechanical, electrical and all other engineering services, associations and boards, 3D renderings, Landscape Architecture, Irrigation Plans, Sprinkler and Lighting systems, dedications, drainage, low impact development, haul routes, tree removal, and calculations, HVAC plans, soils reports, surveys, Title24 energy calculations, coastal zone clearance services, expediting services, zoning administrative reviews, specific plans. **Feld and Associates, shall provide a scope of inclusions in writing or via email upon request.**

ARTICLE 7: CHANGES IN WORK AND SCOPE:

- (7.1) Adjustments, changes and additions to the original scope will require a written approval from Feld and Associates and it shall be processed by Feld and Associates as a change order and applicable change order fees as well.

ARTICLE 8: TERMINATION OR SUSPENSION:

- (8.1) Failure to make payment(s) to Feld and Associates in accordance with the reimbursement chart, hourly compensation chart, or the payment schedule, shall be considered a non-performance and a cause for termination by Feld and Associates.
- (8.2) If the project is terminated or cancelled by the client prior to completion of the design, the client will be responsible for the time and the material spent on the project in excess of the retainer but, not including the next payment schedule.
- (8.3) Termination by the Feld and Associates, for convenience: Feld and Associates may terminate the contractual services at any time after the project stay idle or be inactive for more than three (3) months.

ARTICLE 9: REMARKS:

- (9.1) Feld and Associates will not be responsible for any damages to the existing structure(s)
- (9.2) Feld and Associates **does not provide warranties expressed or implied as to the actual construction costs or timelines.**
- (9.3) The extent of governmental requirements to grant a building permit is not clear now and may change in the future, Feld and Associates may charge an additional fee for additional requirements by the city. Feld and Associates does not provide any warranties whether expressed or implied as to the accuracy of information given to Feld and Associates or its

- representatives at the time or research; nor will Feld and Associates, be responsible for the outcomes of such misleading or erroneous information.
- (9.4) All required and additional clearance fees are the responsibility of the client. Feld and Associates may obtain interdepartmental clearances for an additional fee if necessary.
 - (9.5) Client must acknowledge that this design proposal is a developer proposal for a permit set that will meet minimum city requirements for permit processing.
 - (9.6) Client must acknowledge the proposed project scope and all materials prepared for it are non-transferable to other parties, entities, persons for any purpose and may not be used for the purpose of licensing the plan for commercial purposes, duplication, acquiring funding, construction loans, or any other arrangement except for the plan check review and acquiring a Ready-To-Issue document for the project.
 - (9.7) Client hereby agrees that to the fullest extent permitted by law, the architect's total liability to the client shall not exceed the total compensation received by the architect and his consultants throughout the duration of the project.

ARTICLE 10: CLIENT RESPONSIBILITY:

- (10.1) Client shall meet all City requirements and shall fully cooperate with Feld and Associates, to complete the project. Client agrees and fully accepts of Feld and Associates as an advisory role only when dealing with government agencies. Should planning or zoning issues arise in excess of findings made during the administrative review the contract amount may be renegotiated. Feld and Associates will not be responsible for any planning and zoning issues with the City. Client agrees to assume full and complete responsibility for all information given to Feld and Associates.
- (10.2) If client elects to not have Feld and Associates, do all the processing with the government agency he or she shall employ a professional expeditor with the technical know-how who shall be capable to answer technical questions by the plan checker in order to minimize the comments and corrections by the city plan checker.
- (10.3) Client shall indemnify Feld and Associates, from any liability resulting from erroneous information provided to consultant from documents prepared by other consultants.
- (10.4) Client agrees to accept the design of Feld and Associates, and agrees to perform all necessary works resulting from Feld and Associates, designed to complete construction. Client shall not use any construction documents prepared by Feld and Associates which are not paid for and formally issued for construction by Feld and Associates.
- (10.5) Client agrees that Feld and Associates is entitled if wishes to post a sign at the property during the course of the project for marketing purposes, and

use photos or videos taken during or after construction for marketing purposes. Client should cooperate with Feld and Associates and allow access to the property for the purpose of documentation and taking photos by Feld and Associates personnel or a professional photographer.

(10.6) Client shall not perform or take any action without a written consultation with Feld and Associates, that will jeopardize the project.

(10.7) Client acknowledges and agrees that this contract will terminate at the time of issuance of an agency permit, and changes after will be billed as additional fees.

(10.8) California courts have upheld subrogation waivers and limitations of liability in construction-related contracts, particularly when the contract allocates risks and responsibilities, including insurance coverage, between the parties. For example, in "Lloyd's Underwriters v. Craig & Rush, Inc., 26 Cal. App. 4th 1194," the court enforced a waiver of claims for damages covered by insurance, which precluded the insurer's subrogation claim against the contractor Lloyd's Underwriters v. Craig & Rush, Inc., 26 Cal. App. 4th 1194. Similarly, in "Davlar Corp. v. Superior Court, 53 Cal. App. 4th 1121," the court recognized that subrogation waivers and indemnity provisions serve distinct purposes and can coexist in contracts without inconsistency Davlar Corp. v. Superior Court, 53 Cal. App. 4th 1121.

ARTICLE 11: DISPUTES AND ARBITRATIONS

(11.1) The parties to this contract hereby agree to resolve any claim, dispute, legal disputes or other matter through arbitration methods rather than civil lawsuits.

(11.2) Parties shall seek mediation as a condition precedent to arbitration.

AUTHORIZATION SHEET

I hereby authorize Feld and Associates and Feld and Associates employees or agents to proceed with the work under the terms of the above contract.

I further authorize Feld and Associates and Feld and Associates employees or agents to act on my behalf and take all actions necessary for the processing, issuance and acceptance of documents, plans, notifications, access to electronic keys or certification any and all standard and special conditions deemed required by Feld and Associates, and its agents.

Project Address or Parcel Number (APN: 4252 – 026 – 036)

Name of Authorized Agent:

Email of Authorized Agent:

I declare under penalty of perjury that I am the property owner for the address listed above and I personally signed and certify its accuracy.

Authorized Property Owner:

Property Owner's Authorized Signature:

PROFESSIONAL FEES

ARCHITECTURAL: \$25,000

STRUCTURAL: \$5,000

TOTAL AMOUNT OF: \$30,000 (THIRTY THOUSAND DOLLARS)

PAYMENT SCHEDULE:

PAYMENT NO.1	\$6,000
DUE PRIOR TO WORK COMMENCEMENT	
PAYMENT NO.2	\$6,000
DUE UPON APPROVAL OF SCHEMATIC DESIGN	
PAYMENT NO.3	\$6,000
DUE PRIOR TO SUBMITAL TO PLAN CHECK	
PAYMENT NO.4	\$6,000
DUE UPON FIRST ROUND OF BUILDING CORRECTIONS	
PAYMENT NO.5	\$6,000
DUE UPON RECEIPT OF RTI EMAIL (EMAIL NOTIFICATION NOT ISSUANCE OF PERMIT)	

SIGNED – CLIENT

DATE

DOVID Y. FELD AIA NCARB LEED AP BD+C

DATE

INITIALS

DATE