



Stanislaus Regional Housing Authority

ALPINE | AMADOR | CALAVERAS | INYO | MARIPOSA
MONO | STANISLAUS | TUOLUMNE COUNTIES

PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services (hereafter "Agreement"), effective as of January 2, 2026, by and between Stanislaus Regional Housing Authority (hereafter "Authority") and Lowney Architecture (hereafter "Consultant"), each being a "Party", and together are hereby referred to as the "Parties" to this Agreement.

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in **RFQ #2425-36**, which attachment is incorporated herein by reference.
- B. Consultant represents and warrants all services and duties shall be conducted and performed in accordance with professional standards of conduct and performance. Consultant will provide the Services to Authority from time to time on dates and times mutually agreed upon by the Parties. Consultant will discharge its duties pursuant to this Agreement competently, carefully, loyally, in good faith and to the best of its abilities.

In consideration of the mutual promises, covenants and obligations, and agreements made and continued herein, and intending to be legally bound hereby, the Parties hereto agree as follows:

II. COMPENSATION

- A. In consideration for the Services to be provided by Consultant to Authority, Authority will compensate Consultant as follows: The total compensation to be paid to consultant for these services shall not exceed Five Hundred Thousand Dollars (\$500,000.00), as detailed in **RFQ #2425-36**
- B. Payment to Consultant by Authority in accordance with the payment ceiling specified above (\$500,000.00) shall be the total compensation for all work performed under this Agreement and supporting documents hereto as well as all sub-Consultants'/subcontractors fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall invoice Authority on a monthly basis for all Service Fees accrued during the preceding month, and the amounts due under such invoice shall be payable within thirty (30) days after Authority's receipt of such invoice. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The Consultant shall be paid monthly on the basis of invoices submitted. Payments made by Authority will be payable and mailed to 360 17th Street, Suite 200, Oakland, CA 94612. Consultant must provide a copy of its W9

accompanying its agreement submission.

- E. Consultant is solely responsible for paying any wages or compensation to any employee or contractor assisting Consultant in the performance of duties under this Agreement. Consultant agrees to indemnify and defend Authority for any claim by an employee, contractor, or government agency for the payment of wages, compensation, benefits, or any other remuneration for work performed for consultant.
- F. Authority shall have the right to withhold payment to consultant for any work not completed in a satisfactory manner until such time as consultant modifies such work to the satisfaction of Authority.
- G. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by Authority of an invoice conforming in all respects to the terms of this Agreement.

III. TERM

- A. The initial term of this Agreement shall commence on the Effective Date set forth above and shall remain in effect for one (1) year with Authority having the **option** of renewing the contract for four (4) additional one (1) year optional terms. Such option shall be exercised by Authority at its sole and complete discretion by giving written notice to the Consultant no later than sixty (60) days before the expiration of the original term or any additional one (1) year optional term. In the event Authority exercises its option pursuant to this Section, all other terms and conditions of this agreement shall remain in full force and effect for the option year.

IV. TERMINATION OF AGREEMENT

Authority may terminate this Agreement at any time, with or without cause, by giving thirty (30) days' notice to the Consultant in writing. The Consultant may terminate this Agreement at any time, with or without cause, by giving sixty (60) days' notice to Authority in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to Authority. In the event Authority terminates prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above. Upon termination of this Agreement, neither Party shall have any further obligation to the other except for obligations accruing prior to the date of termination and obligations, promises, or covenants in this Agreement that are expressly made to extend beyond the term of this Agreement.

V. OWNERSHIP OF WORK PRODUCT

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other

documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in Authority. Any reuse of these materials by Authority for projects or purposes other than those which fall within the scope of this contract or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of Authority.

- B. Authority acknowledges the Consultant's plans, specifications, reports, analysis, conclusions, and memorandums as instruments of professional service. Nevertheless, the instruments of professional services prepared under this Agreement shall become the property of Authority upon completion of the work. Authority agrees to hold harmless and indemnify Consultant against all claims made against consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this contract are the property of the Consultant and Authority, and may be used as either the Consultant or Authority sees fit, including the right to revise or publish the same without limitation.

VI. GENERAL ADMINISTRATION AND MANAGEMENT

The CEO/Executive Director, or his designee, shall review and approve the Consultant's invoices to Authority under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from Authority.

VII. SUCCESSORS AND ASSIGNS

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of Authority.

VIII. NONDISCRIMINATION

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of any and all state or federal laws, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of any and all state or federal law, or other applicable law prohibiting discrimination.

IX. HOLD HARMLESS/INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless Authority, its officers, officials, employees and volunteers from any and all claims, demands, suits, costs, injuries, damages, losses, and/or expenses (including but not limited to reasonable attorney fees) arising out of or resulting from its misconduct, negligence or breach

of any of its obligations in performance of this Agreement, including but not limited to any copyright infringement or other intellectual property claims.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and Authority, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under California's Workers Compensation laws, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

X. LIABILITY INSURANCE COVERAGE

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit Authority's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described in **Attachment A**.

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

In performance of its duties, Consultant shall comply with any and all applicable local, state and federal laws, rules, regulations, statutes, ordinances and other provisions of law.

In performance of its duties, Consultant shall comply with all applicable State, Federal, and other laws, ordinances, regulations, and codes. Consultant must obtain a City of Modesto business license or otherwise comply with the City of Modesto Municipal Code.

XII. FUTURE SUPPORT

Authority makes no commitment and assumes no obligations for the support of consultant activities except as set forth in this Agreement.

XIII. INDEPENDENT CONSULTANT

Consultant is and shall be at all times during the term of this Agreement an

Independent Consultant and not an employee of Authority. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an Independent Consultant. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. Authority shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

Nothing in this Agreement shall be construed to create a partnership, joint venture, agency or employment relationship between the Parties. Consultant is not the agent of Authority and is not authorized and shall not have any authority to make any representation, contract, or commitment on behalf of Authority, or otherwise bind Authority in any respect whatsoever.

Consultant does not have, nor shall Consultant hold itself out as having any right, power, or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon Authority, unless Authority shall consent thereto, in advance, in writing.

Neither Consultant, nor anyone performing services on Consultant's behalf, either as an employee or sub-contractor, shall be eligible to participate in any benefit program provided by Authority for its employees.

XIV. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties.

XV. ADDITIONAL WORK

Authority may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this contract. Any such work or services shall be considered as additional work, supplemental to this contract. Additional work shall not proceed unless so authorized in writing by Authority.

Authorized additional work will be compensated for in accordance with a written supplemental contract between the Consultant and Authority.

XVI. MISCELLANEOUS

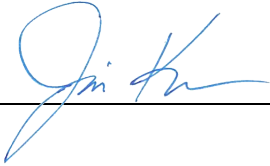
- A. Amendment: This Agreement may be amended or modified only by a written document signed by both Parties to this Agreement.
- B. Waiver: Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right,

power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (i) no claim or right arising out of this Agreement can be discharged by one Party; (ii) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given; and (iii) no notice to or demand on one Party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

- C. Notices: All notices required by this Agreement shall be sufficient if delivered in writing either personally to the party to be notified or deposited in the United States mail, postage paid.
- D. Entire Agreement: This Agreement constitutes the entire Agreement between Consultant and Authority with respect to its subject matter, and it supersedes all previous oral or written communications, representations or agreements between the parties.
- E. Partial Invalidity: If any provision in this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- F. Binding Effect: This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.
- G. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to any applicable conflict of laws provision. Consultant hereby irrevocably and unconditionally agrees that any suit, action or other legal proceeding arising out of or in connection with this Agreement, or the transactions contemplated hereby, shall be brought in the courts of record of the State of California or the courts of the United States located in said state, consents to the jurisdiction of each such court in any such suit, action or proceeding, and waives any objection to the venue of any such suit, action or proceeding in any of such courts. In the event a suit or action shall be instituted in connection with any controversy arising out of this Agreement, the prevailing Party shall be entitled to receive, in addition to its costs, all attorneys' fees, including but not limited to attorneys' fees and costs upon appeal.
- H. Counterparts: This Agreement may be executed in separate counterparts, each of which is deemed to be an original, and all of which taken together constitute one and the same Agreement. A copy of this Agreement signed via fax or email shall have the same binding effect as if it were the original signed version.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, the day and year first above written.

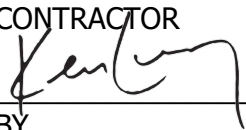
Stanislaus Regional Housing Authority


BY _____

CEO/Executive Director
TITLE _____

1612 Sisk Road
Modesto, CA 95350

Lowney, Inc. DBA Lowney Architecture

CONTRACTOR

BY _____ Kenneth A. Lowney

President/CEO
TITLE _____

360 17th Street #200
BUSINESS ADDRESS _____
Oakland, CA 94612
CITY STATE

- This Agreement in its entirety consists of this form plus RFQ #2425-36 Architectural & Engineering Services submitted on June 4,2025 by Lowney Architecture (510)836-5400.

ATTACHMENT A

Insurance Requirements for Consultants

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Consultant, its agents, representatives, employees, or sub-contractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (*occurrence form CG 01 10 01*).
2. Insurance Services Office Additional Insured form (*CG 20 37 or CG 20 26*).
3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, Code 1 (*any auto*) [*require if scope of work includes driving on Authority property*].
4. Workers' Compensation insurance as required by state law and Employer's Liability Insurance.
5. Professional Errors and Omissions Liability insurance appropriate to the Consultant's profession.

MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation (*statutory*) and Employer's Liability: \$1,000,000 per accident for Bodily Injury or Disease.
4. Professional Errors and Omissions Liability insurance: \$1,000,000 per claim.

NOTE: These limits can be attained by individual policies or by combining primary and umbrella policies.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its officers, officials, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

OTHER INSURANCE PROVISIONS

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Authority, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.
2. The Consultant's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance.
3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by regular mail, and/or by email, has been given to the Authority.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the Consultant.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than B+: VI. Consultants must provide written verification of their insurer's rating.

VERIFICATION OF COVERAGE

Consultant shall furnish the Authority with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by the Authority in sufficient time before the agreement commences to permit Consultant to remedy any deficiencies. The Authority reserves the right to require complete copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

SUB-CONTRACTORS

Use of sub-contractors must be pre-approved by the Authority. Consultant shall include all sub-contractors as insureds under its policies or shall furnish separate insurance certificates and endorsements for each sub-contractor in a manner and in such time as to permit the Authority to approve them before sub-contractors' work begins. All coverages for sub-contractors shall be subject to all of the requirements stated above.

Notwithstanding this provision, Consultant shall indemnify the Authority for any claims resulting from the performance or non-performance of the Consultant's sub-contractors and/or their failure to be properly insured.