

AGREEMENT FOR ARCHITECTURAL SERVICES

July 20, 2026

Mary Ramirez
Stanislaus Regional Housing Authority
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Project Name: 113 Tierra Alta TI
Project Number: OAK26-MF-020
Site Address: 113 Tierra Alta Dr, Watsonville, CA 95076
Project Type: Multi-Family
Project Scope: Field Verification, Construction Documents and Construction Administration

We are pleased to present this proposal ("the Agreement") for architectural services ("the Work") between Stanislaus Regional Housing Authority ("the Client") and Lowney, Inc., a California Corporation dba Lowney Architecture ("the Architect") for the **113 Tierra Alta TI** project ("the Project") in Watsonville, CA ("the City, State").

1.0 PROJECT ASSUMPTIONS

Our proposal is based on the request for proposal for accessibility design services at 113 Tierra Alta Drive, the email on March 10, 2026 titled 113 Tierra Alta Dr., Watsonville and the e-mails titled RE:113 Tierra Alta Dr., Watsonville on March 30, 2026 and July 8, 2026 that outlined the scope of work as identified below.

- a. The Project consists of accessibility and site upgrades to existing structures and developed site as follows:
 - i. Identify an accessible path of travel from right-of-way to the existing office, to two existing housing units, and to the existing laundry building.
 - ii. Prepare an accessible layout for the existing office.
 - iii. Prepare accessible layout for one (1) 2-bedroom unit and for one (1) 3-bedroom unit.
 - iv. Specification of a new play structure.
- b. The Project is approximately a 1,500 S.F. tenant improvement to multiple existing buildings.
- c. The existing Laundry Room appliance layout will remain as is.
- d. The Architect assumes the proposed Use is allowed at the described project site.
- e. The Client will provide the following information prior to commencement of work:
 - i. Identify the two housing units for accessible upgrades.
- f. The proposed use is permitted by right and does not require a formal design review process.
- g. Permit submittal is assumed to be via digital process. If in person submittal is required it will be on a time and expense basis.

- k. In person meetings prior to construction are assumed to occur at the Architect's offices.
- l. No design or building system revisions will occur after client approval of the Schematic phase.
- m. Schedule:
 - i. The project is conceived to start within five (5) business days of this dated agreement.
 - ii. This scope of work is to be performed in the sequential order as outlined in this proposal with no stop or lag time in between phases. Project delays may require additional services.
- n. The Following Consultants will be provided for the Project as follows:

Discipline	Firm	Responsibility			
i. Field Verification	TW Enterprises	☐	Client	☒	Architect
ii. Electrical Engineer	FARD	☐	Client	☒	Architect
iii. Civil Engineer	AMS Associates, Inc.	☐	Client	☒	Architect
iv. Well Repair	TBD by Contractor	☒	Client	☐	Architect
v. Cost Estimating	TBD or by Contractor	☒	Client	☐	Architect

Architect will coordinate the work of Client's consultants listed above. Consultant work is assumed to occur in Revit. Additional consultants beyond those listed above may also be required. Coordination of consultant work not performed in Revit may require additional services.

2.0 SCOPE OF WORK - ARCHITECTURE (Basic Services)

2.1 Field Verification Phase (1 Week Duration)

Based on the Client-provided existing drawings, the Architect will verify the existing conditions in the scope of work area. During this phase, the Architect or its Consultant will:

- a. Visit the site once (1) to measure the subject spaces (this is not intended as an exhaustive survey of existing conditions), including verification of existing walls and doors.
- b. Review the existing conditions of the area of work for accessibility.
- c. As-built plans, if deemed appropriate or necessary, will require additional services

2.2 ADA Planning – (2 week duration)

At the commencement of ADA Planning, the Architect will discuss with the Client to confirm the project requirements and discuss design options for the project area. Based on those requirements the Architect will develop the diagrammatic floor and site layouts. This phase will include the following:

- a. Attend a virtual meeting with the Client one (1) time to confirm the Preliminary Program outlined in the Project Assumptions, review responsibilities, budget, schedules, and procedures.
- b. Conduct a preliminary code review to identify occupant load, restroom requirements, fire separation, general exiting from the space, and accessibility requirements.
- c. Develop and present to the Client over a virtual meeting, diagrammatic floor plans showing the proposed office, unit plan layouts, and path of travel to other spaces identified in the program.
- d. Present conceptual imagery of two (2) office counter options for Client selection. Specific finish will not be provided at this phase.

- e. Provide one (1) minor revision to the diagrammatic floor layouts (less than 10% of the proposed floor plan).
- f. At the completion of the ADA Planning phase, the Client will approve and sign off on the layouts to advance to the next phase of the Project.

2.3 Construction Documentation – (2 weeks duration)

Upon the Client approval of the ADA Planning diagrammatic layouts the Architect will proceed with the Construction Documents. The Construction Documentation phase sets forth the requirements for construction of the project. Drawings and specifications are added or refined to further establish the quality levels of materials and systems required for the project. Drawing will be coordinated with the Architect's consultants and specified the Client's consultants. Specific documents and corresponding tasks to be performed:

- a. Develop a set of construction documents including:
 - i. Cover Sheet.
 - ii. Index Sheet - Project directory, drawing index, maps, project description, code analysis, and door schedule, as required.
 - iii. Site Plan - Site/building interface.
 - iv. Floor Plans – Full dimensioning and location of new fixtures, doors, and references to enlarged plans if necessary.
 - v. Enlarged Plans/Elevations/Sections – Unique building conditions including material/plane transitions, feature walls, doors and windows.
 - vi. Power and signal plan to be provided by Electrical Engineer and coordinated with architectural plans.
 - vii. Details for new:
 - Interior Walls - as required, ratings, relationship to floors and ceilings, section/plan/section format.
 - Doors – head, jamb and sill details, schedules, hardware groups.
 - Millwork.
 - viii. Verify code requirements including building department, fire department, and accessibility requirements.
- b. Documents will be sent to Client for their approval prior to submitting for permit.
- c. We have included one (1) virtual meeting.

2.4 Permit Submittal and Responses – (2 weeks labor duration plus City review time)

The Construction Documents will be submitted to the Building Department for review and permit consideration at approximately 75% completion. The Architect will continue to develop the Construction Documents while the City reviews them, and will respond to up to two (2) rounds of Building Department comments, and will reissue the Construction Drawings in order to obtain the Building Permit as part of Basic Services. Additional rounds of plan check responses will require additional services.

- a. Coordinate Building Permit submittal to the City.

- b. Track documents through city review process.
- c. Respond to up to two (2) rounds of comments and coordinate consultant responses.

2.5 Bid Phase – (2 weeks duration)

Assist the Client with the preparation of bid documents and review of General Contractor (GC) bids. This phase includes the following:

- a. Issue a PDF set of the Construction Documents to the General Contractors (up to three (3) GCs).
- b. Respond to Bid RFIs and issue responses to all contractors.

2.6 Construction Administration – (10 weeks duration)

Upon selecting a General Contractor, the Construction Administration Phase will start. During this phase, the Architect will act as the Client's representative, observing the progress of construction for conformance with drawings and specifications, assuming an average of 3 hours per week for a total of 30 hours of Construction Administration services, plus punch list time indicated below. Delays or changes to project delivery may change the construction duration and require additional services. This phase will include the following:

- a. Attendance at milestone Owner-Architect-Contractor (OAC) meetings. Four (4) meetings are included:
 - i. Virtual meetings assumed to occur once per week for the estimated schedule.
 - ii. At the commencement of construction, the Architect will attend one (1) virtual pre-construction meeting. At this meeting the Owner, Contractor, and Architect will determine which three (3) milestone OAC meetings the architects should attend. On-site meetings will be billed on a time and expense basis if requested by the client.
- b. Review of Submittals for conformance with design intent.
- c. Review and response to Requests For Information (RFIs).
- d. Issuance of Clarifications, Architect's Supplemental Instructions (ASIs) and/or Bulletins.
- e. Review of general construction progress for conformance to budget and schedule.
- f. Punch list coordination and documentation based on established quality standard: (We assume this will require twelve (12) hours of labor):
 - i. Assist the contractor in their responsibility to provide a punch list. Attend a punch walk with the contractor to review their punch list and identify items to be added to the punch list.
 - ii. Additional punch walks beyond the scope detailed above will be conducted at the Client's request on a Time and Expense Basis.
- g. Upon Client's request, issue a Certificate of Substantial Completion for the building.

3.0 SCOPE OF WORK – CONSULTANTS (BASIC SERVICES)

- 3.1 See attached exhibit C, for Field Verification scope of work.
- 3.2 See attached exhibit D, Civil Engineer scope of work.
- 3.3 See attached exhibit E, Electrical Engineer scope of work.

4.0 ADDITIONAL SERVICES

Additional Services are services that the Client may engage the Architect in beyond the Architect's basic services. These services can be provided on a time and expense basis or at an additional fixed fee and include but are not limited to the following:

- a. Permit or Agency Fees.
- b. Leasing Assistance and Exhibits /Revisions.
- c. BOMA calculations.
- d. Value Engineering.
- e. Revisions to Laundry room layout.
- f. Floor plans, exterior elevations, interior elevations, roof plans, beyond those listed above.
- g. Mechanical and plumbing engineering services for other than unit and office bathrooms.
- h. Structural engineering.
- i. Revisions resulting from third party reviewers.
- j. Interior Design services.
- k. Conformed/for construction drawing set.
- l. Create record drawings: Update drawings based on documented changes through the Construction Administration process.
- m. LEED Certification, GreenPoint Rating or similar process and fees.
- n. As-built Drawings.
- o. Bidding Assistance for rebid of the project (initial bid included above).
- p. Rounds of response to municipal design review comments beyond those listed above.
- q. Renderings.
- r. Project redesign and Design revisions after receiving ADA Planning Client-approval.
- s. Team Meetings / Site Meetings / Site Visits beyond those listed above.
- t. Public hearings or meetings beyond those listed above.
- u. Health Department Permit.
- v. Construction Administration services after bid has been awarded but prior to contractor mobilization.
- w. Project Manual or Specifications beyond those listed above.
- x. Preparation of meeting minutes during construction.
- y. Accessibility upgrades for persons with physical disabilities beyond the scope of work.
- z. Planning/entitlement process.
- aa. Any and all other services not listed in the basic services.

5.0 EXCLUSIONS

- a. Water Well Engineering
- b. Community Meetings and Outreach process.
- c. Historic Preservation review.
- d. Offsite work and site utilities.
- e. Cost Estimating.
- f. Signage Design beyond building code required signage.
- g. EIR-related meetings, environmental coordination and documentation.
- h. Peer Review Process.
- i. Soils Engineering or Report.
- j. Fire suppression or alarm systems.
- k. Traffic, noise, utility, or environmental studies.
- l. Hazardous materials identification, storage, or abatement.
- m. Acoustical Design.

6.0 COMPENSATION

Compensation for the Scope of Work described in section 2.0 Architectural Basic Services will be a fixed fee or time and expense estimate as indicated below.

Phase	Fixed Fee
2.1 Field Verification	\$ 5,000
2.2 ADA Planning	\$ 8,000
2.3 Construction Documentation	\$ 10,000
2.4 Permit Submittal and Responses	\$ 4,500
2.5 Bid Phase	\$ 1,000
2.6 Construction Administration	\$ 6,500
2.0 SUBTOTAL: ARCHITECTURAL FEES	\$ 35,000

Compensation for the Scope of Work described in sections 3.1-3.4 Consultant Basic Services will be a fixed fee as indicated below.

Phase	Fixed Fee
3.1 Field Verification	\$ 3,000
3.2 Civil Engineer	\$ 38,300
3.3 Play Structure Consultant (Allowance)	\$ 10,000
3.4 Electrical Engineer	\$ 31,600
3.1 – 3.4 SUBTOTAL: CONSULTANT FEE	\$ 82,900

2.0 – 3.0 TOTAL	\$ 117,900
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9.0 STANDARD BILLING RATES

See **Exhibit A** for standard billing rates that apply to any work performed on a Time and Expense Basis and/or work that is an additional service.

10.0 RETAINER

Please provide a **\$11,800.00 (Eleven Thousand Eight Hundred Ten Dollars)** retainer to commence work. Upon signing of this Agreement, Lowney Architecture will send you an invoice for the retainer. The amount of the retainer will be credited to the final invoice(s).

11.0 PROGRESS PAYMENTS

Progress payments for Architectural Services and Reimbursable Expenses will be made to the Architect based on a monthly invoice issued by the Architect. Payments are due and payable within thirty (30) days from the date of the Architect's invoice, and subject to a 5% late fee if received thereafter.

12.0 REIMBURSABLE EXPENSES

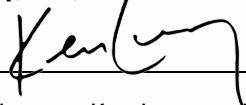
Reimbursable Expenses are in addition to compensation for the Architect's Basic Services, and include expenses incurred by the Architect and Architect's employees and Consultants in the interests of the Project. Reimbursable expenses will be billed per **Exhibit A**.

13.0 ACCEPTANCE

This Agreement, entered as of the day and year first written above, is comprised of this document and the Terms and Conditions attached hereto and incorporated herein by this reference. This Agreement represents the entire and integrated agreement between the Client and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. Please indicate your acceptance of the described terms of this agreement by signing below. Return by email to Lowney Architecture. A signed copy will be returned to you.

Accepted and Agreed by Architect

Lowney, Inc., a California Corporation

By: 

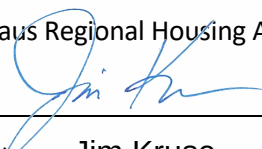
Print Name: Ken Lowney AIA, C29482

Title: CEO

Date: 07/23/2026

Accepted and Agreed by Client

Stanislaus Regional Housing Authority

By: 

Print Name: Jim Kruse

Title: CEO

Date: 7/21/26

Enclosures

Exhibit A - Standard Billing Rates

Exhibit B - Standard Terms and Conditions

Cc Accounting [NG]

Exhibit A – STANDARD BILLING RATES

Current Billing Rate Schedule - Effective January 2026

1. Architectural Services will be billed at the following hourly rates:

Chief Executive Officer	\$330	Senior Technical Designer	\$220
Chief Operations Officer	\$300	Senior Designer	\$200
Principal	\$290	Senior Job Captain	\$200
Studio Director / Design Director	\$280	BIM Manager	\$200
Senior Project Manager	\$260	Architect	\$190
Senior Design Lead	\$260	Job Captain / Intermediate Designer	\$170
Senior Project Architect	\$240	Designer	\$145
Project Manager	\$240	Junior Designer	\$115
Interior Project Manager	\$220	Intern / Drafter	\$ 95
Project Architect / Project Designer	\$220	Administrative	\$95

The billing rates shown above are for the time spent on the project. The rates are subject to annual increase averaging 5%.

REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to compensation for the Architect's Basic Services, and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project.

Reimbursable expenses will be billed at cost plus 20%. They may include, but are not limited to:

- Hiring design professionals or consultants not specifically included above
- Any fees paid for securing approval of authorities having jurisdiction over the Project (Building permits, etc.)
- Overnight Courier and Messenger services
- Outside reproductions services and In house Printing/Plotting. Our in-house plotting costs are \$0.10 per black/white, \$1.00 per color copy up to 12x18 and \$7.00 per black/white larger than 12x18
- Hired car, public transportation, personal car use at the current IRS standard mileage rate or air travel at economy rates for domestic flights
- Material samples

EXHIBIT B - TERMS AND CONDITIONS OF AGREEMENT

1.0 AGREEMENT

1.1 The services of Lowney Inc. a California Corporation (California license number C29482) also known as Lowney Architecture, (hereafter referred to as Lowney) are defined by and limited to (1) those services (the "Work") described in the attached proposal, which is incorporated by this reference, and (2) these Terms and Conditions of Agreement ("Terms and Conditions"). Together, the proposal and Terms and Conditions form our Agreement. This Agreement represents the parties' entire agreement and supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement can only be amended by a written instrument signed by both the Owner and Lowney. Failure to immediately enforce any provision in this Agreement shall not constitute a waiver of the right to enforce that provision or any other provision.

2.0 MISCELLANEOUS CHARGES

2.1 Unless outlined otherwise in the project proposal/contract, expenses are billed as follows: Expenses and project-related costs including reproduction of drawings and specification are billed at cost plus twenty (20) percent. Reproduction charges for black and white sheets will be billed at ten cents (\$0.10) per page and color sheets are billed at one dollar (\$1.00) per page plus the administrative assistant's time billed at their hourly rate.

3.0 TERMS OF PAYMENT

3.1 The Owner's obligation to pay for the Work is in no way dependent upon the Owner's ability to obtain financing or dependent upon the Owner's successful completion of the project. Payment for Work and expenses shall be due and payable upon receipt of Lowney's invoice. To be recognized, any dispute over charges must be claimed in writing within thirty (30) days of the billing date. Disputes or questions about a statement shall not be cause for withholding payment for remaining portions due. A service charge to compensate Lowney for the cost and burden of administering the account and collecting fees owed will be applied to all accounts not paid within 60 days of invoice date. The amount of this charge will be five percent (5%) of invoice amount. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such a proceeding shall be entitled to, in addition to such other relief as may be granted, a reasonable sum for attorneys' fees and other costs. For purposes of this provision, 'prevailing party' shall include a party which dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding. Lowney may at its option withhold delivery of documents and other data pending receipt of payment for all Work rendered and shall have no liability to the Owner for delay or damage caused because of such withholding.

3.2 If payment is not received within 30 days of receipt, Lowney will remind the client that payment was due upon receipt. Lowney will suspend services should payment not be received within 60 days following performance of and invoicing for services described in this agreement. The Client indemnifies Lowney for any damage associated with the suspension of services.

3.3 No deduction shall be made from Lowney's or its consultant's compensation to impose a penalty or liquidated damages on Lowney or its consultants, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless Lowney agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

3.4 For security purposes, any electronic funds transfer (EFT), ACH, or wire payment instructions provided by Lowney must be verbally verified using a known Lowney office phone number. Lowney will not request changes to payment instructions by email alone. Owner is solely responsible for verifying account information prior to initiating electronic payments.

4.0 INSURANCE

4.1 Lowney, its officers, employees and agents are protected by Worker's Compensation Insurance (and/or Employer's Liability Insurance), by Commercial General Liability Insurance for bodily injury and property damage, and by Professional Liability Insurance, and will furnish certificates thereof upon request. Owner specifically agrees that Lowney will not be responsible for property damage from any cause, including fire and explosion, beyond the amounts actually paid by Lowney's insurance carriers under Lowney's available insurance.

5.0 LIMITATIONS

5.1 The Owner agrees to defend and indemnify Lowney and it's employees and consultants from any and all claims, damages, costs, and losses (including attorneys' fees and costs) arising out of or in any way related to the Work or the performance or non-performance of obligations under this Agreement except when the Claim arises from the established sole negligence of Lowney and it's employees and consultants or where the Claim arises from the willful, wanton, or reckless conduct of Lowney and it's employees and consultants.

5.2 In performing its professional services, Lowney will strive to use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality and under the same standard of care. Lowney's good faith reliance on representations of building, planning, regulatory or other public officials shall satisfy and fall within the standard of care. No warranty, expressed or implied is made or intended by Lowney by the proposal for professional services, the contract between Lowney and Owner, or by furnishing oral or written reports or other documents to the Owner or any other person.

5.3 Lowney and the Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination.

5.4 The Owner understands and acknowledges that the Work poses certain risks to both Lowney and the Owner. Owner further acknowledges and agrees that the amount of risk that Lowney accepts by this Agreement is commensurate with the amount of compensation received under this Agreement for the Work. Lowney's fee for the Work is based on and reflects Owner's agreement to limit Lowney's liability as described below. Owner specifically acknowledges and agrees that but for this promise to limit Lowney's liability, Lowney's fee would be significantly higher to accommodate Lowney for the risks posed by the Work and entering this Agreement. Owner acknowledges its right to discuss this provision with legal counsel and negotiate with Lowney regarding this provision and the proposed fee in reliance on the foregoing and in consideration for the fee proposed, Owner specifically acknowledges and agrees that, to the fullest extent permitted by law, Lowney's total liability for any and all injuries, claims, liabilities, losses, costs, expenses, or damages whatsoever including, without limitation, attorneys' fees and legal costs (hereinafter 'Claims') to Owner and any third party arising out of or in any way related to the Work or this Agreement from any cause or causes including, but not limited to, Lowney's negligence, errors, omissions, or breach of contract or any duty, is limited to and shall not exceed \$50,000 or the amount of Lowney's fee, whichever is greater except when the Claim arises from the established sole negligence of Lowney or where the Claim arises from the willful, wanton, or reckless conduct of Lowney.

5.5 Owner agrees on its behalf and on behalf of Owner's officers, directors, partners, principals, agents, employees, successors, representatives, and assignees (collectively referred to as "Owner Group") that in no event shall any action or proceeding be brought against Lowney by Owner or Owner Group for any claim or cause of action arising from or in any way related to the Work or this agreement unless such action or proceeding is commenced within three (3) years from the Date of Completion of Work provided by Lowney under this Agreement. Owner and Owner Group agree and acknowledge that the limitations period set forth herein supersedes, replaces, and supplants any and all limitation periods which would otherwise apply including, but not limited to, those appearing in the California Code of Civil Procedure. The Date of Completion shall be the date of the final invoice for the Work performed under this Agreement.

5.6 If Owner requests that Lowney's work product be relied upon by a third party, including, but not limited to, a lender, Owner specifically agrees to provide the third party with a copy of these terms and conditions and Owner agrees to require said third party to agree to limit Lowney's total liability to Owner and any third party as described in paragraph 5.4 above, and Owner

agrees to defend and indemnify Lowney and its employees and consultants from any and all third party claims, damages, costs, and losses arising out of or in any way related to the Work or the performance or non-performance of obligations under this Agreement except when the Claim arises from the established sole negligence of Lowney and its employees and consultants or where the Claim arises from the willful, wanton, or reckless conduct of Lowney and its employees and consultants. Any third party which accepts Lowney's work product does so under the strict understanding that the third party is bound by all provisions in these Terms and Conditions including, but not limited to, the provisions of paragraphs 5.4 and 5.5, above, and this paragraph 5.6. Every plan, drawing, schematic, design, report, recommendation, finding, or conclusion issued by Lowney shall be subject to the limitations stated therein.

5.7 Limitation of Liability. Notwithstanding anything to the contrary in this Agreement, Client agrees no employee, principal, officer, or representative of Lowney Inc. a California Corporation will have any personal liability under this Agreement.

5.8 Third Party Beneficiary. Nothing in this Agreement shall create any right or benefit to any party other than Client and Architecture. Lowney Inc. a California Corporation does not warrant its services to any third party and the Client shall indemnify and hold harmless Lowney Inc. a California Corporation from any demands, claims, suits, or actions of third parties arising out of Lowney Architecture's performance of the services under this Agreement.

6.0 SCOPE AND EXECUTION OF SERVICES

6.1 Lowney will serve the Owner by providing drawings and specifications and professional counsel and advice based on information furnished by the Owner. The Owner will make available to Lowney all known information regarding existing and proposed conditions of the site, and will immediately transmit any new information that becomes available or any change in plans. When hazardous materials are known, assumed or suspected to exist at a site, Lowney may be required by law to take appropriate precautions to protect the health and safety of its personnel. Owner hereby warrants that if it knows or has any reason to assume or suspect that hazardous materials may exist at the project site, Owner will immediately inform Lowney and warrants that Owner has done its best to inform Lowney of the known or suspected hazardous materials' type, quantity, and location. Owner and Lowney agree that Lowney shall not be responsible for any claims, damages, costs, or losses arising from or in any way related to conditions not actually encountered during the course of Lowney's work and Lowney shall not have any liability or responsibility for losses resulting from inaccurate or incomplete information supplied by Owner, and Owner agrees to defend and indemnify Lowney against claims, damages, costs, or losses arising there from. Lowney shall not be liable for failing to discover any condition the discovery of which would reasonably require the performance of services not authorized by Owner.

6.2 The Owner shall provide full information in a timely manner to Lowney regarding the Owner's requirements for the project.

6.3 The Owner or his representative shall examine documents submitted by Lowney and shall render decisions pertaining thereto to him promptly, to avoid unreasonable delay in the progress of Lowney's work.

6.4 Owner shall retain and pay for the services of Consultants and Lowney will mutually coordinate its Work with the work to be undertaken by Contractor and Owner's Consultants to the end that the drawings and specifications are compatible with the design concept. Lowney shall not be responsible for the technical adequacy or accuracy of the professional services rendered by Owner's consultants nor shall Lowney be responsible for the technical adequacy, accuracy or operation of the design-build work and related documents and shop drawings provided by Contractor. Further, Lowney shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. However, Lowney is authorized to direct any work that is prepared by the Owner's Consultants to be consistent with Lowney's work. Further, Lowney shall not be responsible for Owner's Consultants nor Contractor's failure to perform their respective services in a timely manner.

6.5 Any services that are not included in the Work or are changes to services previously agreed to, shall be paid for by the Owner on a lump sum or hourly basis as agreed to by the parties. The services shall only be provided if authorized or confirmed in writing by the Owner and Lowney. Further, if any of the following circumstances affect Lowney's services for the Work, Lowney shall be entitled to an appropriate adjustment in compensation: changes in the instructions or approvals given by the Owner that necessitate revisions in the Work; enactment or revisions of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Work; decisions of the Owner not rendered in a timely manner; significant

change in the project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method; failure of performance on the part of the Owner or the Owner's consultants or contractors

6.6 Evaluations of the Owner's Project budget, preliminary estimates of construction cost and detailed estimates of construction cost, if any, prepared by Lowney, represent Lowney's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Lowney nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Any review or evaluation of cost data, budgets, or estimates by Lowney shall not be interpreted as Lowney's approval or ratification of such costs, data, budgets or estimates. Accordingly, Lowney cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of construction cost or evaluation prepared or agreed to by Lowney.

6.7 Lowney will diligently proceed with its services and will submit its Work, described in the attached proposal, in a timely manner, but it is expressly agreed and understood by Owner that Lowney shall not be held responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time of the execution of the Agreement between the parties. Lowney will not be responsible for any damages, consequential or otherwise, caused by delays in the completion of the Work. Lowney makes no warranties regarding time of completion of the Work. In the event that the Work is interrupted or delayed due to causes beyond Lowney's control (including, but not limited to, acts of God, war, riot, insurrection, inclement weather, fire, acts of third parties or governmental bodies, or matters within the control of Owner), Lowney shall be paid compensation for labor, equipment, and other costs Lowney incurs in order to perform the Work for the Owner's benefit during the interruption or delay.

6.8 The individual or individuals who contract with Lowney on behalf of the Owner warrant that they are duly authorized agents of the Owner and are empowered to so contract.

6.9 If Lowney is authorized to commence and or continue providing its services on the Work either orally or in writing, prior to the full execution of a written contract, such authorization shall be deemed an acceptance of this proposal, and all such services shall be provided and compensated for in accordance with the Terms and Conditions of Agreement contained herein as though this proposal were fully executed by the Owner.

6.10 In the event that Lowney submits a proposal including these Terms and Conditions of Agreement, to provide professional services and the Owner authorizes the Work by means of a purchase order or other writing ("Confirmation"), it is expressly agreed that these Terms and Conditions shall apply, and any terms, condition, or provisions appearing in the Confirmation are void and inapplicable except to the extent the Confirmation authorizes the Work and binds Owner to this Agreement.

7.0 SITE SAFETY

7.1 Lowney shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the job or the work of any contractor, subcontractor, or their agents or employees, or any other person performing work or services on the job or at the site.

8.0 TERMINATION AND SUSPENSION

8.1 Either party may terminate this Agreement by giving the other party seven (7) days' written notice. Notice shall be effective as of the date of deposit in the U.S. Mail of the written notice, properly addressed to the person to be notified. In the event that the Owner requests termination of the services prior to completion of Work, Lowney reserves the right to complete such analyses and records as may be necessary to place its files in order and, where considered necessary to protect its professional reputation. A termination charge of 10 percent of the total contract amount in addition to all costs incurred to the date of Work stoppage may be made at the discretion of Lowney.

8.2 If the work is suspended or abandoned in whole or in part, Lowney shall be paid compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment together with reimbursable expenses then due and all terminal expenses resulting from such suspension or abandonment. Terminal expenses shall not exceed 10 percent of

the total contract amount established between Lowney and Owner. If the work is resumed after being suspended for more than three months, Lowney's compensation shall be subject to renegotiation.

9.0 OWNERSHIP OF DOCUMENTS

9.1 All plans, drawings, schematics, designs, specifications, estimates and reports and other documents including those in electronic form prepared by Lowney as instruments of Work, shall remain the property of Lowney whether the work for which they are made is executed or not. Owner agrees that all documents and other services furnished to the Owner or its agents, which are not paid for, will be immediately returned upon demand and will not be used by the Owner or any other person, legal entity, or professional on other projects or extensions to this work except by agreement in writing and with appropriate compensation to Lowney. Any unauthorized use of the documents shall be at the Owner's sole risk and without liability to Lowney and its employees and consultants.

9.2 Owner warrants that Lowney, in order to perform its Work under this Agreement, has the unrestricted license and right to use any information provided to Lowney by the Owner or others.

10.0 RIGHT OF ENTRY

10.1 The Owner will provide for right of entry at all times of Lowney personnel and its subcontractors and all necessary equipment whenever Work is in preparation and progress in order to complete the Work. While Lowney will take all reasonable precautions to minimize any damage to the property, it is acknowledged and agreed by Owner that in the normal course of the Work some damage may occur, the correction of which is not part of this Agreement. Accordingly, Owner shall waive any claim against Lowney and its employees and consultants and agree to defend and indemnify Lowney and its employees and consultants from any claims arising from entering or working on the site, which is the subject of the Work, except only losses caused by the sole negligence or willful misconduct of Lowney and its employees and consultants.

11.0 REVIEW OF CONSTRUCTION

11.1 Substantial risk to both the Owner and to Lowney is present if Lowney is not engaged to provide, construction observation services. Such risks include the increased likelihood of misinterpretation of Lowney's construction drawings and specifications and error in implementing recommendations by Lowney. Therefore, if the Owner fails to retain Lowney to provide complete services, including construction observation or monitoring, the Owner agrees to defend and indemnify Lowney and its employees and consultants against any and all claims, damages, costs, and losses arising out of or in any way related to the Work or arising out of implementing or interpreting Lowney's work product except when the Claim arises from the sole negligence of Lowney and its employees and consultants or where the Claim arises from the willful, wanton, or reckless conduct of Lowney.

11.2 Lowney shall not be required to make exhaustive or continuous onsite observations to check the quality or quantity of the Work and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents.

11.3 The Owner shall be wholly responsible for monitoring the progress of work and its relation to the contract dollar amount.

11.4 Lowney shall be the interpreter of the requirements of the contract documents and the impartial judge of the performance thereunder by both the Owner and any contractor.

11.5 Lowney shall review shop drawings, samples and other submissions of any contractor only for conformance with the design concept of the project.

11.6 Lowney shall not be responsible for the acts or omissions of any contractor or subcontractor or any of the contractors' or subcontractors' agents or employees or any other persons performing any work on the project.

11.7 The Owner shall provide prompt written notice to Lowney if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in Lowney's Work or contract documents.

11.8 The Owner shall furnish the services of other consultants such as but not limited to environmental, geotechnical, acoustical, land surveyors, testing, etc. when such services are deemed necessary by Lowney. The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or this agreement.

11.9 The Owner shall furnish such legal, accounting and insurance counseling services as may be necessary for the project and such auditing services as he may require to ascertain for what purpose any contractor has used the monies paid to him under the construction contract.

12.0 CERTIFICATE OF MERIT

12.1 The Owner shall make no claim for professional negligence unless the Owner has first provided Lowney with a written certification executed under penalty of perjury by an independent consultant currently practicing in the same discipline and geographic area as Lowney and licensed as a registered architect in the State of California. This certification shall: a) contain the name and license number of the certifier; b) specify with particularity the acts or omissions that the certifier contends are not in conformance with the standard of care for an architect or consultant performing professional services under similar circumstances; c) state the time spent by certifier in rendering this opinion; and d) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care including references to literature, treatises or textbooks to support the certifier's conclusions. This certificate shall be provided to Lowney no less than thirty (30) calendar days prior to the presentation of any claim or the institution of any mediation, arbitration or judicial proceeding. At least fifteen (15) days before providing the certificate to Lowney, Owner shall ensure that the proposed certifier notify Lowney in writing of the certifier's intended certification and the content thereof, and Owner shall arrange for Lowney to discuss the matter with the certifier in an attempt to correct any misinformation in the intended certification and/or to resolve the matter. If Owner fails to comply with the Certificate Of Merit process contained in this section 12, then (1) Owner waives and foregoes any claim or entitlement to recovery of attorneys' fees and litigation costs otherwise recoverable under this contract, and (2) Owner is estopped and precluded from pursuing any method of mediation, arbitration and litigation against Lowney until such time as Owner does comply herewith (the "Claim Preclusion"). In agreeing to the Claim Preclusion, Owner agrees that compliance with the Certificate Of Merit process is jurisdictional.

13.0 MISCELLANEOUS PROVISIONS

13.1 The term "indemnify" shall mean indemnify, defend, and hold harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon ("claims"), accruing or resulting to any and all persons, firms, or any other legal entities, on account of any damages or losses to property or persons, including death, or economic losses, arising out of the item, matter, action, or inaction specified in the specific provision.

13.2 This Agreement shall be governed by California law. The venue for any legal action brought pursuant to this Agreement shall be located within the County of Alameda, State of California.

13.3 Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the Owner or Lowney.

13.4 The Owner and Lowney, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Owner shall not assign this Agreement or any right or cause of action hereunder without the written consent of Lowney.

13.5 Lowney and Owner agree to disfavor litigation and to use mediation to resolve disputes. If initial discussions between Lowney and Owner fail to settle a dispute or claim relating to this agreement or breach thereof the parties agree to submit such dispute to non-binding mediation to effect a resolution to such dispute or claim. Construction Industry Mediation Rules of the American Arbitration Association shall apply. Demand for mediation shall be made in writing with the other party to this agreement within a reasonable time after the claim, dispute or other matter in question has arisen, if prior discussions have not led to a settlement. Dispute shall proceed with procedure set forth here in 13.5 to conclusion prior to initiating any arbitration,

lawsuit or litigation unless mutually agree to otherwise.

13.6 Lowney shall have the right to include photographic or artistic representations of the design of the Project among Lowney's promotional and professional materials. Lowney shall be given reasonable access to the completed Project to make such representations. However, Lowney's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised Lowney in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for Lowney in the Owner's promotional materials for the Project.

13.7 Unless specified otherwise by Lowney, this quotation shall not remain in effect after thirty (30) days of the proposal date.

13.8 Owner agrees that Lowney may use and publish Owner's name and a general description of Lowney's services with respect to the project in describing Lowney's experience and qualification to other Owners or prospective Owners.

13.9 This Agreement shall not create any rights or benefits to parties other than Owner or Lowney. No third-party shall have the right to rely on Lowney's opinions rendered in connection with Lowney's services without Lowney's written consent and the third-party's agreement to be bound to the same terms and conditions as Owner.

13.10 Owner acknowledges and agrees that it has received and reviewed these Terms and Conditions and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

13.11 Owner acknowledges and agrees that architectural surveys performed by Lowney are intended to furnish the design team with some pertinent dimensions, photographic information and general design conditions. Architectural surveys are not intended to provide details of existing construction, uncover hidden or otherwise difficult to access conditions or information pertaining to other disciplines (such as structural, mechanical, electrical and plumbing engineering).

14.0 INDEMNIFICATION FOR CONDOMINIUMS

14.1 Client acknowledges that Lowney Inc. a California Corporation does not desire to become involved in, provide services toward, or accept the risks associated with the development of a condominium project. In the event Client or anyone else sells any individual residential unit of the Project and/or converts the Project into condominiums, Client shall protect, indemnify, defend, and hold harmless Lowney Inc. a California Corporation and its officers, employees, members, partners, directors, shareholders, agents, affiliates, and each of them (collectively, for purposes of this Paragraph only, "Indemnitees"), from and against any and all claims, demands, liabilities, damages, costs or expenses, including reasonable attorneys' fees, court costs, and expert witness expenses, arising out of Indemnitees' services under this Agreement, except where liability is determined by a court of competent jurisdiction to have been caused by the sole negligence or willful misconduct of Lowney Inc. a California Corporation. The obligations of Client pursuant to this paragraph shall survive the termination of this "Agreement. The defense obligation under this provision shall be triggered immediately upon receipt of written tender of defense made by Indemnitees, irrespective of any finding of fault, negligence or liability of Lowney Inc. a California Corporation. Such defense obligation shall continue until the conclusion of the action, claim, or demand made against Indemnitees.

June 17, 2026

Client Information

Lowney Architecture
360 17th Street, #200
Oakland, CA 94612
Attn: Nora Garcia

Consultant Information

TW Enterprises
P.O. Box 250
Roseville, CA 95678
Tony Wong

Project: Survey of buildings on site (3 buildings)
113 Tierra Alta Drive, Watsonville, CA 95076 - Approximately 1,500 sq ft

- Office – 208 SF
- Restroom – 48 SF
- One 2-bedroom units – 546 SF
- One 3-bedroom unit – 739 SF

Project Scope:

- Survey and gather information of various buildings to create basic floor plan in AutoCAD
- No Reflected Ceiling Plan (RCP)
- No Roof Survey
- No Site or Civil Survey
- No Furniture or Equipment
- No Mechanical/HVAC System Survey / Electrical System Survey / Plumbing System Survey
- No Fire Sprinkler Survey
- No ~~Power~~/Data/Telecom Survey
- No ~~Interior~~ or Exterior Elevations
- Deliverable will be in AutoCAD and PDF formats. (within 7-10 business days from survey date)
- Project fee is proposed based on site unseen, if there are any issues on site due to unforeseen extreme circumstances, the issues will be discussed and an agreed, acceptable amount will be added to the fee.
- Need a minimum of a week lead time to mobilize.

Invoice is sent at the end of the project and is due in full 30 days from the invoice date. Invoices which are unpaid and past due more than 30 days may be subject to interest penalty charges at 1.10 percent per month past due. Any requests for additional services will be addressed on an individual basis.

Thank you for giving us this opportunity to work with you.

**STANISLAUS COUNTY HOUSING AUTHORITY
113 TIERRA ALTA DRIVE
WATSONVILLE, CA 95076
ams PROJECT NO. 26-2750**

I. TOPOGRAPHIC SURVEY

- A. Prepare a limited Topographic Survey for the reference Site. This will include the existing ADA Stalls and the ADA Path of Travel.
- B. The Survey shall show the existing Path of Travel to the Right-Of-Way.
- C. Prepare Topographic Survey, this includes providing the Datum of Elevation, Spot Elevation where necessary.
- D. Show the Building and Paved areas and other visible features such as Curb, Utility, Storm Drain Lines and Structures. This Survey does not include a detailed Survey of the Building Area, since this is not included as part of the Improvements.
- E. Show the existing Utilities and Storm Drain visible during the Field Survey.

Note: Per the Client's request, this Survey is limited to the Areas shown on Exhibit C.

II. GRADING & DRAINAGE PLAN

- A. Prepare and design the Path of Travel from the Right-Of-Way to the Office and two accessible units near the Laundry Building and Laundry Building.
- B. Coordination with Architect and other Consultants during the design.
- C. Prepare the Plan showing the Slurry Seal of the entire Paved Area.
- D. Prepare Construction Notes & Details.
- E. Prepare the Striping Plan for the ADA Stalls and Slurry Seal Area.
- F. Coordination with other Consultants regarding the location of the Generator, Pump and Back Flow Preventor. (Design of these Facilities to be done by others).

Exclusions / **ams** Project No. 26-2750
July 9th, 2026

THE FOLLOWING ITEMS ARE NOT INCLUDED IN THE ABOVE SCOPE OF WORK:

1. Blueprints, mylars, sepias, agency fees, special delivery, travel expenses including mileage or airline travel, etc. (cost plus 15%).
2. Radius Map or attending hearing/staff meetings.
3. Permit processing.
4. Cost Estimating.
5. Signalization.
6. Striping Plan beyond the Original Contract.
7. NPDES-Plans and Report.
8. Hydrology & Hydraulics Calculations.
9. Soils Report.
10. Specifications.
11. Easements, if required.
12. Plan and Profiles, if required.
13. Retaining Wall.
14. Sewer Grease Interceptors, if required.
15. Meeting with Client or Public Agencies which are requested beyond that indicated in this Scope of Work.
16. Revisions to plans necessitated by Site or Building Plan changes.
17. Right-of-Way Engineering.
18. Parcel Map.
19. Lot Line Adjustment/Merger.
20. Record of Survey.
21. A.L.T.A. Survey.
22. Boundary Survey.
23. Horizontal Control Plan.
24. Traffic Signalization.
25. Traffic Study.
26. Landscaping and Irrigation Plan.
27. Joint Trench Plan for Dry Utilities.
28. Site Lighting.
29. Construction Staking.
30. Construction Administration.
31. Utility Plan.
32. Off-Site Improvement Plan.
33. C.3 Report.
34. S.U.S.M.P. Report.



Mechanical · Electrical · Plumbing · Consulting Engineers

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San Diego, CA 92110
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Suite A-100
Pleasant Hill, CA 94523
(925) 932-5505

July 16, 2026

Nora Garcia
Lowney Architects
360 17th Street, # 200
Oakland, CA 94612
T 510-269-1107
nora@lowneyarch.com

Re: Oak26-MF-020-113 Tierra Alta Dr. Watsonville, Ca.
Proposal #26-142

Dear Nora:

Fard Engineers, Inc. is pleased to submit the following mechanical and electrical design services proposal for the above referenced project, based on information you provided in your email from July 15, 2026

A. Project Description:

1. ADA accessibility:
 - a. Leasing office – assume 2000 Sf office, Provide accessible service counter and fixtures throughout the office area. Install strobe equipped notifiers and illuminated exit signage. Electrical work only.
 - b. Laundry building. Install strobe equipped notifiers, illuminated exit signage and other accessibility features. Electrical work only
2. Convert two units to fully accessible units, upgrade MEP as required. *(this may include switches and outlets within accessible reach ranges).*
3. Community Facility: To be modular, off the 'rack' –Not in Fard scope.
4. Water Well Generator and Electrical panel: Electrical design for outdoor mounted generator. No mechanical or plumbing work

B. Scope:

1. **Electrical:** As noted in project description.
2. **Mechanical:** Mechanical work required to convert two units to ADA units.
3. **Plumbing:** Plumbing work required to convert two units to ADA units
4. **Title 24** calculations for Building Envelope, Not apply.
5. **Fire Protection:** Excluded
6. **Coordination Meetings:** Coordination meetings with Owner and Architect during the design process. Review and respond to possible City and/or County comments.
7. **LEED Analysis & Compliance:** Not applied
8. **Construction Review:** Review of contractor's material submittals and respond to RFI. (Construction review does not include responsibility for the means and method used by the contractor or his failure to comply with the construction documents.) Site visits during construction will be provided, if required by the Owner on an hourly basis.
Note: We assume that utility joint trench and site utility coordination is provided by utility consultant.

- D. Reimbursable:** Plot/prints made for permit set, client use or bid set should be reimbursable at the cost.
- E. CAD File/Email:** MEP drawings will be prepared in two-dimensional AutoCAD.
- F.** The liability of CONSULTANT and of CONSULTANT'S employees and sub consultants, to OWNER, shall not exceed an aggregate limit of ten times the fee, regardless of the legal theory under which such liability is imposed.
Consultant shall not be liable and shall be indemnified against any claim regarding presence of or construction work related to hazardous material or toxic mold.