

P O O N D E S I G N I N C .

August 20, 2024

Colleen Edwards
Colleen Edwards, Inc.
18550 Paintbrush Trail
Desert Hot Springs, California 92241

Re: Letter Agreement for a Limited Concept Design Phase
Culturamas Music & Arts, Coachella, California

Dear Colleen:

Poon Design Inc. is pleased to submit this letter agreement for a limited **Concept Design** phase for a youth cultural center, known as the *Culturamas Music & Arts*, in Coachella, California. The property is located at the southeast corner of 2nd Street and Vine Avenue, as indicated in the site plan provided via email on July 18, 2024. The anticipated program potentially includes the following per the preliminary design and construction phases.

Phase 1:

- Recording studio
- Library and lounge with videos and computers
- Outdoor community space and amphitheater for open mic, garage bands, performances, dancing, park area, etc.
- Support building for dressing and storage
- Restrooms

Phase 2:

- Ceramic center
- Welding shop
- Woodshop
- Community garden
- Outdoor area for kilns and storage containers

Phase 3:

- Multipurpose dance studio
- Culinary kitchen
- Art gallery
- Coffee shop
- Administrative area
- Storage

Our Concept Design phase will illustrate a preliminary vision and options for aspects of your project, and the associated deliverables can be used to build consensus and plan future phases of implementation. Please note that the information illustrated in our Concept Design phase is diagrammatic in nature establishing overall design intent only, and is not intended for agency approvals, bidding, or construction. This Concept Design phase of work could be used to determine an approximate order-of-magnitude budget by your general contractor.

A Concept Design phase is the first step in our architectural design process. The second much larger step is the development, technical refinement, and implementation of the approved Concept Design. A proposal for this second step will be prepared at the completion of this phase.

Please see below for an outline scope of work, client's responsibilities, schedule, fee and other related items for the Concept Design work discussed.

SCOPE OF WORK: CONCEPT DESIGN

This phase launches the project, explores options, and results in the general design intent of the project: design concepts/options, floor plan and site plan diagrams, and other conceptual and preliminary drawings necessary to illustrate approximately the scale and relationship of the project components.

- Project kick-off: review property in person and associated existing project information, and discuss design goals, administrative procedures, and schedule.
- Review client-provided "as-builts": measured, technical drawings of the existing house in AutoCAD or Revit. If further as-builts are needed, Poon Design or a third party company can provide this as an Additional Service, for additional fee. See end of document.
- Research precedents and discuss inspiration
- Prepare the following deliverables: floor plan and site plan diagrams, elevations, sketches, renderings, etc. as deemed necessary by the architect to display the design intent.
- At a preliminary level, review laws, codes, and regulations applicable to our services.
- Coordinate with general contractor, if available, to establish preliminary construction cost estimate and schedule.

This phase of work will begin with studying two conceptual options: renovation vs. new construction. One direction will be selected for further development. The final deliverables for the one direction will be as follows.

- Story board of precedence, inspiration, and design themes
- Diagrammatic floor plans
- Three renderings

Our work in this phase will be conceptual, not developed in technical detail, or coordinated with any engineers. Please note that the conceptual renderings mentioned above will be diagrammatic in nature establishing overall design intent. If renderings are produced, they will either be preliminary computer renderings or hand rendered, but not executed as artist watercolors or photorealistic computer rendering.

CLIENT'S RESPONSIBILITIES

During the process, the client will be asked to provide information to guide the design process.

- The client will provide "as-builts": measured, technical drawings of existing conditions in AutoCAD or Revit.
- The client will provide a current property survey and legal description to describe physical characteristics, property lines, legal limitations, and utility locations for the entire property.

SCHEDULE

We anticipate beginning this project immediately, provided timely decision of the client to retain, negotiate the terms, and commence the work of Poon Design. This Concept Design phase will take six weeks with two presentations.

The schedule below is only an estimate at this time. Items that impact the schedule might include the client's availability and decision-making process, and the involvement of the general contractor.

Week 1 & 2:	Verify site conditions, brainstorm, and design
Week 3:	Client presentation - review of two concepts: renovation vs. new construction
Week 3 & 4:	Development of preferred concept
Week 5:	Client presentation - developed concept
Week 6:	Meet with general contractor(s) for rough estimate; Decision of continuing scope of architectural work

FEE

Based on the description above, Poon Design is pleased to submit the following fee for the limited Concept Design services: a fixed fee of \$24,700.00. This fee is fixed unless scope of work materially changes, at which point architect will inform the client of the need for fee and contract adjustment.

Prior to commencing work, the client will submit a retainer which will be credited to the overall fee at the time of the final invoice. Retainer amount is \$2,500.00 and due at the time of the signatures for this agreement.

In addition to the above compensation, Poon Design will be reimbursed for the following out-of-pocket expenses at the rate of 1.15 times the actual expense: to include, but not limited to, travel, meals, mileage, parking, printing and reproductions, computer plotting, materials, photography, express delivery, postage, and messenger services.

Poon Design will bill client on a monthly basis for work completed during that month. Payments are due upon receipt of invoice and no later than seven days after the date of invoice. Unpaid amounts 30 days after the date of invoice shall bear interest at the rate of 1.5% per month on outstanding balance. Payments shall be made payable and sent to:

Poon Design Inc.
12964 West Washington Boulevard
Los Angeles, California 90066

Poon Design has the right to suspend work for payment not received within 45 days from date of invoice.

CONTINUING SERVICES

The fees for the future phases of work will be presented upon approval of the Concept Design and the associated budget. The future phases can include some or all of the following.

- Schematic Design
- Design Development
- Construction Documents
- Plan Check
- Bidding
- Construction Administration

PUBLICITY AND PROMOTION

Poon Design shall have the right to include mention and photographic or artistic representations of the project among promotional and professional materials. Poon Design and our photographer shall be given access to the completed project to make such representations. As a courtesy, the client shall provide professional credit for Poon Design as the architect in any relevant client promotional materials for the project.

USE OF DOCUMENTS

Drawings, specifications, Instruments of Service, and other documents prepared by Poon Design are the architect's Instruments of Service and are for the client's use solely with respect to developing and constructing the project with Poon Design. The architect shall retain all common law, statutory and other reserved rights, including the copyright. All work products, i.e., editable AutoCAD and Revit files, 3D models, etc., remain the proprietary intellectual property of Poon Design and is not provided to the client as source files.

If Poon Design is not retained as the architect to continue the project, the client is prohibited from using any and all aspects of the Instruments of Service, unless provided in writing by Poon Design and for a potential additional fee.

LIABILITY AND INDEMNIFICATION

Poon Design requires the client to indemnify and hold harmless Poon Design against all damages, liabilities or costs, including reasonable attorneys' and expert fees and defense costs ("Claims"), arising out of or in any way connected with its services performed under this agreement or subsequent agreements, except only those Claims caused by Poon Design's sole negligence or willful misconduct in the amount of the proposed service fee. To the fullest extent permitted by law, the professional liability of Poon Design for the above scope of work is limited so that the total aggregate liability shall not exceed the total fee for services rendered on this project.

TERMINATION

This agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform through no fault of the party initiating the termination. Also, the agreement may be terminated upon at least seven days' written notice at either party's convenience, or in the event the project is permanently abandoned. In such event of termination, Poon Design will be entitled to all compensation earned and reimbursable expenses incurred up to the agreed upon project stop date indicated in the written notice of termination, to include minor and miscellaneous fees and reimbursable expenses after such stop date that is associated with the closing, archiving and/or transfer of the project.

MEDIATION

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party, in accordance with the Rules of JAMS then currently in effect. The parties shall share the fees equally, and the mediation shall be held in Los Angeles, California.

ATTORNEY FEES

In the event of any mediation, action, or proceeding brought by either party to enforce terms arising out of this agreement, the prevailing party will be entitled to recover the costs incurred in connection herewith, including attorney fees.

SIGNATURES

If this letter agreement meets with your approval, your signature below will serve as acceptance of the terms above. Until signed, the terms of this letter agreement are good for 30 days from the date of this document. Thank you and Poon Design is excited to begin the creative process.

Agreed:
COLLEEN EDWARDS, INC.

Agreed:
POON DESIGN INC.

Colleen Edwards Date

Anthony Poon, FAIA, NCARB, LEED Date
Principal