

May 23, 2025

Ms. Doris Walton  
Interim Town Manager  
Town of Hertford  
PO Box 32  
Hertford, NC 27944

Ms. Walton,

Thank you for the opportunity for Archsmith Studio to provide architectural services for the renovation of the State Theatre at 144 N Church Street in Hertford, North Carolina.

The Scope of Work reflects the requirements stated in the RFQ which is attached as Exhibit A. Our proposal is in response to the award email dated April 16, 2025. We understand the Scope of Work to include:

- Renovation of the Theatre in conformance with the Rural Downtown Economic Development Grant and Department of Commerce requirements
- Design the facility in accordance with the Secretary of the Interior's Standards for Rehabilitation to retain and take into consideration the architecturally significant features of the building
  - Prepare design concepts and options to meet town needs
    - Design the space for flexibility to include plays, movies, weddings, meetings, etc.
    - No fixed seating
    - Explore possibilities of connections to other buildings adjacent / at rear
  - Provide ADA accessibility while maintaining historic character
    - Locate accessible bathrooms on site
    - Provide accessible access to the first floor
    - Balcony will not be accessible

**The following is a breakdown of the services to be performed in each phase of the work:**

#### **As-Built Documentation and Existing Conditions Model**

This includes time to make one (1) site visit to observe existing conditions and materials, details, and wall sections. We will utilize a 3D Scanner to document the measurements of the space. We will create an accurate BIM model in Revit which we will use to develop the building plans for construction documentation.

#### **Schematic Design (SD)**

We will work with you to determine an optimal layout for the space. We will propose two to three floor plan options for an initial discussion.

We will meet periodically to review progress and potential solutions and adjust per your direction (this will happen primarily through virtual meetings, including email and phone communication). The goal of preliminary design is to land on a finalized floor plan layout. This phase takes us through about 35% documents.

**Deliverables will be an initial life safety plan and code analysis and schematic floor plans for the agreed upon program. We will develop the model to a white model level for discussion.**

---

## Design Development (DD)

---

We will continue the development of the preferred schematic design floor plan layout. In this phase, we will advance the finish palette and finalize material selections. Another way to look at this phase is “Concept Development” and takes us through about 65% Documents. We will continue to meet regularly to review progress and discuss adjustments and selections. Consultants will begin coordination of systems and structure.

**Deliverables will be a 65% Construction Document set for preliminary pricing.**

---

## Construction Documents (CD):

---

We will take the approved Design Development plans and create a complete document set for construction. We typically provide two formal deliverables – one at 90% (a permit set) and one at 100% (complete documents). The permit set will be submitted to the local jurisdiction for review to compress review timelines.

The construction documents will include the following drawings:

- Life Safety Plan and Code Analysis
- Demolition Floor Plan
- New Work Floor Plan
- New Work Reflected Ceiling Plans
- Exterior Elevations
- Building Sections
- Door Schedule, Window Schedule, Partition Schedule, and Finish Schedule
- Building Permit Plan Review Submittal (to include any required plan revisions)
- Wall Sections
- Interior Elevations
- Casework Elevations and Details
- Architectural Details
- On-Sheet Specifications

---

## Construction Bidding and Negotiation

---

We will meet with the owner and the prospective contractors to evaluate qualifications for the project. We will evaluate bids from contractors to determine the lowest bid, best value, or value engineering opportunities as required.

---

## Construction Administration

---

Contract Administration (CA) services are rendered as outlined specifically in the contract. CA services begin with the initial contract for construction and terminate when the final certificate of payment is issued. Our responsibility in this phase is to help the contractor build the project as specified in the CDs, and as approved by the Owner. Questions may arise that require Archsmith Studio to visit the site and develop architectural sketches. We include time for solving unforeseen conditions within the historic tax credit process. This includes:

- OAC (Owner, Architect, Contractor) Meetings (8 on site meetings, 8 virtual meetings)
    - One Construction Project Kick-Off Meeting (on site)
    - One Punch List Site Visit (on site)
    - One Final Walk through (on site)
  - RFI Responses and Architectural Sketches
  - Review and Approve: Product Submittals, Shop Drawings, and Pay Applications from the Contractor
  - Management of consultant’s CA services and distribution of RFIs, Submittals, etc.
-

---

## Consultants

---

**Primary consultants are included in this proposal.** Consultant agreements are attached as Exhibit B. All consultant agreements will be carried, managed, and disbursed by Archsmith Studio per the terms and conditions attached. The following consultants are included:

- Plumbing, Mechanical, and Electrical Engineering (PACE Collaborative)
- Structural Engineering (Hamilton Structural Engineering)
- Civil Engineering (Timmons Group)
- Preservation Consultant (Commonwealth Preservation Group)

Fees not included are costs for reimbursable items, such as oversize printing and mileage to be billed at cost plus a 10% administrative surcharge. The Owner shall be responsible for city submittal fees (i.e. Building Permit Plan Review). Travel is included in this proposal and will not be billed in addition to this fixed fee.

Thank you very much for this opportunity to work with you. Please contact us with any questions that you have about the process. We stand ready to help in any way we can with moving the project from concept to reality. This fee proposal is valid for 30 days. If this fee is accepted, please sign a copy of this letter and email it back to Archsmith Studio. If Archsmith Studio is given verbal or written notification to proceed without first receiving a signed copy of this proposal, it will be mutually understood that both parties will be contractually bound by this proposal.

All the Best,



Jacob Combee, AIA  
Architect, Principal

---

Signature

---

Date

- 1) **Billing:** Archsmith Studio services are billed at the beginning of each month either based on a percentage of project completion or on an hourly basis or a combination of the two. If appropriate, a program of installments shall be drawn up. If billing is on an hourly basis, our fees are calculated by multiplying the number of hours that each of Archsmith Studio's employees spend working on the project by the hourly rate of \$165/hr.
- 2) **Payment Terms:** Invoices are due 15 days from invoice date. Invoices not paid after 30 days are subject to 5% finance charge per month until paid. Upon reasonable notice to Client, Archsmith Studio may suspend services until paid on any project where payment of invoiced amounts is not received within 60 days of Client's receipt of invoice. Client receipt of invoice will be presumed to be not more than 2 days after e-mailing. Payment method shall be by cash or check.
- 3) **Additional Services:** At the request of the Owner, the Architect shall provide additional services not included in the above agreement for additional compensation. If required, any additional services would require your prior written approval. Additional services would be billed according to the hourly rates as referenced in Section 1.
- 4) **Consultants:** Any consultants we contract with on your behalf would be billed to you in addition to a 10% administrative charge. In each case where an Allowance is indicated, costs would be billed based on the consultants' billing to Archsmith Studio plus 10%, up to the amount of the Allowance. We would not bill you for any amount in excess of the stated Allowance unless you agree in writing to such additional charges.
- 5) **Reimbursable Expenses:** Any reimbursable costs, such as large format or specialty printing, would be billed at cost plus 10% and would be in addition to the fee stated herein. The Client is responsible for city submittal fees (i.e. Building Permit Plan Review, Health Department Review). If the Client requests these fees be paid by the Architect, they are subject to Reimbursable Expenses as stated herein.
- 6) **Access to Site:** Archsmith Studio shall have reasonable access to the Project site and shall be permitted to photograph the Project during construction and upon completion for its records and for promotional use in awards submissions, print collateral, and online media. The photography will be shared with the client, and residential client names will be kept confidential unless otherwise agreed. Photography will not be included in third party print or digital publications without prior approval.
- 7) **Limits of Liability:** In no event will either party be liable to the other for any indirect, incidental, or consequential damages of any kind, including but not limited to lost revenues, profits, or goodwill, for any matter arising out of or in connection with the performance or nonperformance of this agreement, whether such liability is asserted on the basis of contract, tort or otherwise, even if a party has been advised of the possibility of such damages, nor shall a party's liability to the other exceed the total amount paid for services under this proposal.
- 8) **Ownership of Documents:** Archsmith Studio and its consultants shall be deemed the authors and owners of their respective Instruments of Service, including the drawings and specifications, and shall retain all common law, statutory, and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of Archsmith Studio and its consultants. Upon full payment of all sums due or anticipated to be due Archsmith Studio under this Agreement and upon performance of all the Owner's obligations under this Agreement, Archsmith Studio grants to the Owner a nonexclusive license to use Archsmith Studio's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project. If Archsmith Studio rightfully terminates this Agreement for cause, the license granted in this section shall terminate.
- 9) **Instruments of Service:** In the event Owner uses the Instruments of Service without retaining Archsmith Studio, Owner releases Archsmith Studio and its consultants from all claims and causes of action arising from such uses. Owner, to the extent permitted by law, further agrees to indemnify and hold harmless Archsmith Studio and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from Owner's user of the Instruments of Service. The Owner shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of Archsmith Studio. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to Archsmith Studio and its consultants. The provisions of this section shall survive the termination of this Agreement.
- 10) **Termination:** The Agreement shall be subject to termination upon seven day's written notice at any time for good cause by either party. In the event of termination, Owner agrees full payment shall be made for services performed through the date of termination including reimbursable expenses then due and all costs attributable to termination, including the costs attributable to Archsmith Studio's termination of consultant agreements.
- 11) **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 binding dispute resolution. Unless mutually agreed otherwise, non-binding mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party of this Agreement, and filed with the person or entity administering the mediation. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the project is located unless another location is mutually agreed upon. Agreements reaching mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the parties do not resolve a dispute through mediation pursuant to this Section, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.
- 12) **Renderings:** Archsmith Studio uses 3D visualization as a tool for design decisions and communication during the design process. Unless expressly stipulated in the above agreement, use of visualization tools for marketing or other purposes without prior written consent of Archsmith Studio is prohibited. Finished renderings may constitute an additional service as stipulated in Section 3.

EXHIBIT A - PROFESSIONAL SERVICES FEES



PROJECT NAME	State Theatre - Hertford NC
PROJECT NUMBER	2509
DATE:	5/23/2025
BUILDING AREA	3500

		Design Professional	Fees	Notes
<b>Basic Services</b>				
<b>Architectural Design</b>	100%	Archsmith Studio	\$ 76,000.00	
As-Built Documentatn and Field Verification	10%	Archsmith Studio	\$ 7,600.00	
Schematic Design	15%	Archsmith Studio	\$ 11,400.00	
Design Development	15%	Archsmith Studio	\$ 11,400.00	
Construction Documents	35%	Archsmith Studio	\$ 26,600.00	
Contract Bidding and Negotiation	5%	Archsmith Studio	\$ 3,800.00	
Construction Administration	20%	Archsmith Studio	\$ 15,200.00	
<b>Structural Engineering</b>		Hamilton	\$ 25,850.00	
<b>Plumbing, Mechanical, Electrical Engineering</b>		PACE	\$ 47,900.00	
Design and Construction Phases		PACE	\$ 44,400.00	
Audio/Visual Design		PACE	\$ 3,500.00	
<b>Administrative Coordination</b>	5%	Archsmith Studio	\$ 3,687.50	
<b>Total Basic Design Services</b>			<b>\$ 153,437.50</b>	

<b>Supplemental Services</b>				
<b>Civil Engineering</b>		Timmons Group	\$ 27,400.00	
Topographic Survey		Timmons Group	\$ 1,800.00	
SD Phase		Timmons Group	\$ 3,200.00	
DD Phase		Timmons Group	\$ 6,400.00	
Fire Service Design OS Task 1		Timmons Group	\$ 4,600.00	
CD Phase		Timmons Group	\$ 6,400.00	
Construction Administration		Timmons Group	\$ 5,000.00	
<b>Historic Preservation Consultant</b>		CPG	\$ 20,000.00	
<b>Administrative Coordination</b>	5%	Archsmith Studio	\$ 2,370.00	
<b>Total Supplemental Services</b>			<b>\$ 49,770.00</b>	
<b>Total Fees Carried by Archsmith Studio</b>			<b>\$ 203,207.50</b>	

<b>Owner Provided Services (During Construction)</b>				
<b>Inspections &amp; Testing</b>				
Special Inspections (Agent 1)		Hamilton	\$ 3,750.00	
Special Inspections (Agent 2)		TBD	TBD	
Commissioning (PME)				
<b>Total Owner Provided Services</b>			<b>\$ 3,750.00</b>	

\*Lead and Asbestos Testing has not been provided. Town to provide Lead and Asbestos report required for permitting.



May 21, 2025

Archsmith Studio  
1230 Gates Avenue  
Norfolk, VA 23507

Attention: Jacob Combee

Reference: Herford State Theatre Restoration  
Hertford, NC  
PME Fee Proposal

Dear Jacob:

We are pleased to offer you our fee proposal to provide Plumbing, Mechanical, Electrical and Fire Protection Engineering Services for the above-referenced project. We understand the project to include the renovation of the existing Hertford State Theatre, about 3,500 SF. Design for audio/visual shall be provided as an additional line item, it is our understanding that this scope includes microphone hookups at the stage, speakers, and a mixing booth.

The PME design scope is anticipated to include:

- Field investigation.
- Plumbing systems up to 5 feet outside of the building perimeter.
- Sprinkler systems performance specifications.
- HVAC systems.
- Interior and building-mounted exterior lighting systems and controls.
- Electrical service, power distribution and general-purpose power.
- Fire alarm systems per code.
- Empty raceways and outlet boxes infrastructure for telephone/data.
- Empty raceways and outlet boxes infrastructure for intrusion detection, access control, IP camera, audio visual, and other low voltage systems. Full system designs provided by Owner or Owner's vendor.
- It is assumed that a 6' or 8' A-frame ladder will be adequate to access any electrical or mechanical equipment at the facility. It is also assumed that access to the roof, or other elevated locations containing electrical or mechanical equipment that is higher than 10' above the floor, will be made available to us, and the means of access will be safe, code compliant, and not require the use of portable or extension ladders. If this is not possible, we can provide a separate fee to establish safe access, such as including a lift rental and the services of a lift operator.
- COMcheck energy code compliance calculations for HVAC systems and interior and exterior lighting systems.
- Record Drawings

Design and other engineering efforts not anticipated or currently included in the PME scope of work are as follows:

- Development of demolition drawings.
- Life safety/code consulting (i.e. egress calculations, determination of fire ratings, etc.).
- Mass notification risk analysis and emergency response plan.
- Acoustical consulting. For any sound sensitive spaces, PACE would rely on the design team's acoustical consultant to perform an in-depth review of the proposed mechanical design and to provide guidance/recommendations on the need to provide alternate equipment selections, provide sound attenuators, duct lining etc. to achieve the desired NC level in the sound sensitive space(s). This consultant would also be responsible for reviewing shop drawings to verify compliance with said recommendations.
- Telephone/data wiring system design.
- A/V design.
- Access control, intrusion detection, and IP camera system design.
- Emergency power systems.
- Specialty lighting design (including stage lighting).
- Lightning protection systems.
- Short circuit, arc flash or electrical coordination studies.
- Participation in programming meetings.
- Development of a record BIM model.
- Cost estimating.
- Printing and reproduction.
- Any efforts or registration fees associated with obtaining green building certifications such as LEED, Green Globes, EarthCraft, etc.
- Any efforts or registration fees associated with obtaining historic building certifications.
- Professional grade audio visual systems.

Attendance at the following meetings is included in this proposal:

- Kick-off Meeting via Conference Call.
- Design Review Meetings. Assume two will occur, one after Schematic Design and one after Design Development via Conference Call

In-office Construction Administration (CA) services will be invoiced uniformly over the duration of the construction schedule. Construction phase site visits will be billed at a rate of \$1,000.00 per visit/report.

PACE will provide REVIT Modeling of the PME systems in the latest software version available at the project kick-off. Modeling will be performed to the Level of Detail (LOD) 200 (as defined in AIA G202) in which elements are modeled in sufficient detail to create construction documents showing approximate sizes, shapes, locations, and orientations of the PME systems. Construction phase

modeling and preparation of an As-Built model is not included but may be offered as an additional service if requested. A Navisworks (\*.nwd) file (not an editable Revit file) will be made available to the contractor at their request. Drawings and specifications will be provided in PDF format. Therefore, our fee for this work is as follows:

Field Investigation .....	\$ 3,000.00
Schematic Design .....	\$ 10,000.00
Design Development.....	\$ 15,000.00
Construction Documents.....	\$ <u>10,000.00</u>
<b>Total Design Phase Services.....</b>	<b>\$ 38,000.00</b>
Shop Drawing Review .....	\$ 3,400.00
In-office CA (RFI responses, etc.).....	\$ 2,000.00
Record Drawings .....	\$ <u>1,000.00</u>
<b>Total Construction Phase Services.....</b>	<b>\$ 6,400.00</b>
Audio/Visual Design.....	\$ <u>3,500.00</u>
<b>Total Additional Services .....</b>	<b>\$ 3,500.00</b>

We hope this meets with your understanding and approval. Should you have any questions or concerns regarding this proposal, please do not hesitate to contact us. If this proposal is satisfactory to you, please sign and return a copy of this agreement for our records.

Respectfully,  
**PACE Collaborative**



Minja Miketa, PE  
 Electrical Engineer

\_\_\_\_\_  
 Agreed – [Archsmith Studio]

\_\_\_\_\_  
 Date

*Attachment: Standard Agreement for Provision of Engineering Services*

# STANDARD AGREEMENT FOR PROVISION OF ENGINEERING SERVICES

## I. SCOPE AND FEE

The scope of services and associated fees are identified in the attached proposal.

## II. GOVERNING LAW

This agreement is to be governed by the laws of the Commonwealth of Virginia. Any informal Agreements presented for additional services relating to the project will be held to the terms and guidelines outlined within this Agreement.

## III. PAYMENT POLICY

PACE Collaborative will invoice for services rendered up to that time, and payment in full is due upon receipt of invoice. All invoices not paid within 90 days are subject to a service charge of 1% per month. In the unlikely event that collection of the fee becomes a legal issue, the associated costs for collection, such as attorney fees and/or court costs will be added to the outstanding balance. Should a problem arise concerning your account, please immediately contact our Accounting Department at 757-499-7223.

## IV. TERMINATION OF AGREEMENT

The obligation to provide services under this Agreement (to include any informal Agreements stating additional services) may be terminated by either party upon seven (7) days of written notice. In the event of any termination, PACE Collaborative will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

## V. NON-BINDING MEDIATION

Prior to the initiation of any legal proceedings, the parties to the Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree.

## VI. LIABILITY

The Engineer's services are performed in a manner consistent with the standard of care applicable to similarly situated design professionals performing similar services on projects of comparable complexity. To the fullest extent permitted by law, the total liability of PACE Collaborative, to client or anyone claiming through client, for any and all losses, claims, damages, expenses, or costs whatsoever, shall not exceed the total amount of the fee that is a part of this agreement, or the total amount of PACE Collaborative's per claim professional liability insurance coverage, whichever is lower. Such causes include, but are not limited to, negligence, errors, omissions, strict liability, or breach of contract or warranty.

## VII. OWNERSHIP

All documents and electronic files prepared or furnished by PACE Collaborative (PACE Collaborative includes independent professional associates and consultants) pursuant to this Agreement are instruments of service and PACE Collaborative shall retain an Ownership and property interest therein. These documents may not be reused without the written consent of PACE Collaborative. Native format drawing and model files shall not be re-transmitted or transferred without express written consent, including but not limited to \*.dwg and \*.rvt files. Uneditable \*.pdf and \*.nwd files will be made available for re-transmission.

## LETTER OF AGREEMENT

Client:	Archsmith Studio	Date:	April 25, 2025
Contact:	Jacob Combee, AIA	Principal:	Kim Hamby
Phone No:	804.516.9100	Project Manager:	Kim Hamby
E-mail:	<a href="mailto:jacob@archsmith.studio">jacob@archsmith.studio</a>	Project Name:	Restoration of the Hertford State Theatre

Dear Mr. Combee:

Timmons Group is pleased to offer this proposal for civil engineering services for Restoration of the Hertford State Theatre located at 144 N. Church Street, Hertford, North Carolina. We look forward to working with you to achieve your vision for this project.

Thank you for allowing Timmons Group to provide professional services on this project. We will provide the requested services, complying with established standards, while being mindful of costs to the Client (the "Client") named above according to the terms and conditions of this Letter of Agreement (the "Agreement"). Prior to submittal to a public agency, all documents will be sent to the Client, if requested, to ensure a complete understanding by all parties.

We will proceed upon receipt of this signed Agreement. Please note that fees quoted are valid for sixty (60) days from the date first written above.

### SCOPE AND SCHEDULE OF SERVICES:

Timmons Group will provide the services as detailed on the Scope of Services attached as Exhibit A (the "Scope of Services").

We will provide services in a timely and efficient manner and will keep you informed of the job status and any necessary changes. Any changes required to the Scope of Services must be approved in writing before such changes take effect. As of the date first written above, any changes in the Scope of Services caused by governing codes or Client revisions may require a schedule and/or fee change.

**PAYMENT SCHEDULE:** Client agrees to pay Timmons Group for its Services as selected and set forth below:

FIXED FEE

Fees for this Agreement will be billed on a monthly basis as a fixed fee per the Scope of Services in Exhibit A.

TIME AND MATERIALS

Fees for this Agreement will be billed on a time and materials basis based upon actual services provided during the prior calendar month and at the rates specified in the attached rate schedule.

Unless otherwise provided under the terms of this Agreement, all payments are due upon receipt. Interest shall accrue at the rate of twelve percent (12%) per annum on all unpaid invoices older than thirty (30) days. We reserve the right to stop work on any Client account that becomes sixty (60) days past due and to notify local officials that professional seals should be removed from plans associated with the Client.

## LETTER OF AGREEMENT

**EXHIBITS:** The following Exhibits are attached hereto and expressly made part of this Agreement.

EXHIBIT A SCOPE OF SERVICES

EXHIBIT B TERMS AND CONDITIONS

This Agreement shall be controlled by the provisions listed above and the Terms and Conditions in the attached Exhibit B. If there is any conflict between the provisions of this Letter of Agreement and the Terms and Conditions, the Terms and Conditions shall control.

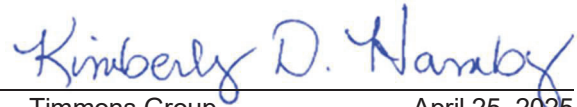
EXHIBIT C REIMBURSEMENT SCHEDULE

In addition to the Total Fee for the services provided under the Scope of Services above and any General Reimbursements needed, the items and materials listed on the Project Reimbursement Schedule attached as Exhibit C will be invoiced on a monthly basis as applicable. An additional 15% is added to these charges.

### REIMBURSEMENTS:

Any services and costs such as submittal fees, printing, courier, mileage and outside consultants not listed in the Scope of Services ("General Reimbursements") will be invoiced separately in addition to the professional services provided under this Agreement. Reimbursements may include a reasonable handling charge of up to 15% of cost. The Scope of Services may specify an additional Project Reimbursement Schedule to be attached as Exhibit C if applicable.

We will proceed upon receipt of this signed agreement. Should you have any questions, you can reach Kim Hamby directly at 252-621-5029 or via email at [kim.hamby@timmons.com](mailto:kim.hamby@timmons.com).

  
\_\_\_\_\_  
Timmons Group April 25, 2025

### ACKNOWLEDGED AND ACCEPTED:

On behalf of the Client, this Agreement, including Exhibit A [Scope of Services] and Exhibit B [Terms and Conditions], is accepted and agreed to as of the date written below.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### SCOPE OF SERVICES

Under this Agreement, Timmons Group will provide professional services relative to building restoration located at 144 N. Church Street in Hertford, NC.

#### Scope of Work

Task 1: Topographic Survey .....\$1,800  
Timmons Group will perform a topographic survey of the property and sufficient adjacent off-site grades for providing for an existing conditions map. For this project, the survey is limited to the sidewalk and roadway along the frontage of the building on Church Street, along the south side of the building, and collection of water and sewer infrastructure locations in Church Street as needed. The topographic survey will be tied to the existing boundary plat on record. An existing conditions map for use with the design plans will be prepared in accordance with NC State Mapping Requirements for topographic surveys.

Task 2: Engineered Site Plan Design  
SD Phase .....\$3,200  
DD Phase: .....\$6,400  
CD Phase: .....\$6,400

The engineered site plan design will be coordinated with your design to address accessibility and water and sewer utility connections to the building as part of the building restoration. Layout will be coordinated with on-site grading and drainage and will conform to the ordinances and policies of the Town of Hertford, NCDOT, and the North Carolina Department of Environmental Quality (NCDEQ) as well as good engineering practice and economics. All aspects of the site plan design will be coordinated with the design team.

It is assumed for this project that renovations are not going to be sufficient to require site plan review by the Town of Hertford or permitting through the NC Department of Environmental Quality.

Task 3: Construction Administration ..... \$5,000

Up to 2 site visits and reports during site construction only. We will participate in limited meetings during construction only when site coordination is necessary.

**TOTAL ..... \$22,800**

#### Optional Service

OS Task 1: Fire Service Design ..... \$4,600  
At this time, it is assumed that no fire suppression will be required. If it becomes evident that fire suppression will be required, Timmons Group will provide the necessary flow testing and design of the fire service line to coordinate with the fire suppression designer.

## EXHIBIT A

### SCOPE OF SERVICES

**Items not included in the Scope of Services of this Agreement:**

Timmons Group will not perform the following services under this Agreement. At the request of the Client, these services can be added for an additional fee, but are not included in this Agreement.

<ul style="list-style-type: none"> <li>• Site Lighting Design</li> <li>• Easement negotiations/plats</li> <li>• Rezoning, Special Use or Conditional Use permitting.</li> <li>• Drainage and utilities studies.</li> <li>• Utility extensions requiring DEQ permitting</li> </ul>	<ul style="list-style-type: none"> <li>• Traffic Impact Analysis and Traffic Studies</li> <li>• Post-approval changes to plans</li> <li>• Permit Fees</li> <li>• Printing and Reproduction Services</li> <li>• All Fees Not Included in the Scope of Services</li> </ul>
---	--

EXHIBIT A

## **EXHIBIT B**

### **TERMS AND CONDITIONS**

- 1. SCOPE OF SERVICES:** The Scope of Services performed under this Agreement shall be as described in Exhibit A of the Letter of Agreement. Separate Change Orders signed by authorized representatives of Timmons Group and the Client may, from time to time, describe additional or different services to be performed under this Agreement, such Change Orders are incorporated by reference herein. These Terms and Conditions shall apply to the Change Orders except to the extent expressly modified by such Change Order. Timmons Group services with regard to the specific properties covered by this Agreement and subsequent Change Orders, if any, shall hereinafter be referred to as the “Project” or “Projects.”
- 2. STANDARD OF CARE AND CODE COMPLIANCE:** Timmons Group shall provide its services under this Agreement consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. Timmons Group shall exercise usual and customary professional care in its efforts to comply with all applicable codes, laws, regulations and the policies of regulatory agencies in effect as of the date of the Agreement (collectively, “legal requirements”). Design changes made necessary by newly enacted codes, laws, regulations and the policies of regulatory agencies after the date of this Agreement shall be treated as an additional service subject to an executed Change Order, and Timmons Group shall be entitled to appropriate additional compensation. Timmons Group shall not be liable for any damages arising from conflicting interpretations of any legal requirements by different officials. In the event of a conflict between legal requirements applicable to the Project, Timmons Group shall notify the Client of the nature and impact of such conflict, and the Client agrees to cooperate and work with Timmons Group in an effort to resolve the conflict.
- 3. INSTRUMENTS OF SERVICE:** All documents, including, but not limited to, drawings, specifications, plans, reports and other forms of electronic data prepared and furnished by Timmons Group, are Instruments of Service pursuant to this Agreement and remain the property of Timmons Group. Client may retain one such copy of all such documents, for record purposes, which documents may only be used for the Project. Any adaptation by Client of said documents, whether intentional or inadvertent, without Timmons Group’s verification shall be at Client’s sole risk and without liability or legal exposure to Timmons Group or Timmons Group’s employees. Client agrees to assume all risks associated therewith and to hold Timmons Group harmless and indemnify it from and against any claims, liabilities, damages, losses and costs, including but not limited to attorney’s fees, arising therefrom or in connection therewith.
- 4. GOVERNING LAW:** This Agreement shall be governed according to the laws of the place of the Project, without regard to its conflicts of laws provisions.
- 5. THIRD PARTY RIGHTS:** This Agreement shall not create any rights or benefits to parties other than the Client and Timmons Group.
- 6. ASSIGNMENT:** This Agreement may not be assigned without the prior written consent of the Client and Timmons Group, such consent not to be unreasonably withheld.
- 7. PROJECT SITE SAFETY:** Timmons Group’s Project site responsibilities are limited solely to the activities of Timmons Group and Timmons Group’s employees on the Project site. These responsibilities shall not be inferred by any party to mean that Timmons Group has responsibility for Project site safety. The Client and Timmons Group agree that Project site safety is the sole and exclusive responsibility of the Project’s owners or contractor(s). The parties likewise agree that the Project contractor(s) is solely responsible for Project means, methods, techniques, sequences of

## **EXHIBIT B**

### **TERMS AND CONDITIONS**

operation and procedures, and that Timmons Group shall have no obligations relating to these contractor(s) duties.

- 8. LIMITATION OF LIABILITY:** To the fullest extent permitted by law, except as expressly stated in this Agreement, Timmons Group makes no representations or warranties, express or implied. Notwithstanding any other provision of this Agreement, the maximum liability, in the aggregate, to the Client and anyone claiming by or through the Client, of Timmons Group and its officers, directors, shareholders, partners, employees, agents and subconsultants, and any of them, for any and all claims, losses, or damages, including attorney's fees, in any way related to or arising from the Project or this Agreement, shall not exceed Timmons Group's total fee under this Agreement, or \$50,000, whichever is less.
- 9. DISPUTE RESOLUTION:** In the event of any action or proceeding brought by either party against the other under this Agreement, other than default on payment, the prevailing party shall be entitled to recover all costs and expenses, including its court reporter fees, expert witness fees, and reasonable attorney's fees. In the event the account is forwarded for collection based on default of payment, the Client will be responsible for all costs incurred including attorney's fees in an amount equal to 33% of the outstanding balance. The parties agree to litigation in a court of competent jurisdiction or in the jurisdiction where the Project is located.
- 10. INDEMNIFICATION:** Timmons Group agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees, against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused solely and directly by the negligent performance of professional services by Timmons Group or its agents under this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Timmons Group, its officers, directors, employees and agents, against all damages, costs and liabilities, including reasonable attorney's fees, caused solely by the Client's negligent acts in connection with the Project or that of its Contractor(s), subcontractors or consultants or anyone for whom the Client is legally liable. Neither Timmons Group nor the Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
- 11. MISCELLANEOUS:** This Agreement constitutes the entire agreement of the Parties. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified or discharged orally, but only in an agreement in writing. If any term, condition, or provision of this Agreement is found unenforceable by a court of law or equity, this Agreement shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Agreement. This represents drafting by both parties and in the event of ambiguities, the principle of interpretation against the drafter shall not apply.

**EXHIBIT C**  
**PROJECT REIMBURSEMENT SCHEDULE**

[THIS PAGE WAS INTENTIONALLY LEFT BLANK]

**EXHIBIT B**

May 21, 2025

**CLIENT:**

ArchSmith Studio PC  
1230 Gates Avenue  
Norfolk, Virginia 23507  
804-516-9100

Attention: Jacob Combee, AIA  
jacob@archsmith.studio.com

Reference: State Theatre Restoration, 144 North Church Street | Hertford, North Carolina

On behalf of Hamilton Structural Engineering, PLLC (HSE), I am pleased to submit this **revised** proposal for professional structural engineering services for the project referenced above. This proposal is based on the request for qualifications published by the Town of Hertford.. This proposal, when signed and returned to this office, will serve as our contract and notice to proceed.

**PROJECT DESCRIPTION AND SCOPE OF WORK**

Restoration of the historic State Theatre in downtown Hertford, North Carolina. Built in 1936, the theatre operated for a total of approximately 25 years over but has been vacant since 1964. The intent of the project is to return the art deco style theatre to operation as a multi-use venue, allowing for stage shows as well as showing movies. A small portion of the warehouse building abutting the rear of the theatre may be used for additional space.

HSE, PLLC understands to the scope of work to be broken into four phases and includes the following:

Phase 1: Schematic Design and Design Development

- Site visits as required to assess the condition of existing structural members and connections.
- Consultation with Client to guide conceptual design.
- Development of conceptual design narrative for submission with conceptual architectural drawings.
- Structural drawings for Design Development submittal (approximately 60%).

Phase 2: Construction Documents

- Development of detailed specifications to include in the project manual or on sheets, as required by the project.
- Construction documents depicted structural plans, sections, and details to facilitate the repair and restoration of the structure.
- HSE has assumed this will include the existing Theatre and a small portion of the warehouse structure beyond.

Phase 3: Bidding/Negotiations

- HSE will **not be involved in bidding/negotiations. If assistance is required during this phase, it will be billed as an extra service at the rates listed below.**

Phase 4: Construction Administration

- Review of Shop Drawings and Material Submittals.
- Periodic structural observations.
- Special Inspections (visual inspections for structural items only).

Initials: \_\_\_\_\_  
(HSE) (Client)

**EXCLUSIONS**

- Preparation of shop drawings for delegated design items.
- Changes in structural design due to architectural, civil, and/or MEP design changes (after concept phase).
- Deep foundation analysis and/or design.
- Selective demolition, debris removal, moving furniture, or excavations to observe and document a structure's existing conditions.
- Full time construction observation and/or management services.
- Material testing including, but not limited to, concrete sampling and testing, masonry mortar sampling and testing, weld testing, anchor pull testing, etc.
- As-Built drawings. Markup of drawings for as-built condition is the responsibility of the contractor in charge of construction.
- All other services not specifically included in the scope of work as described above.

**PROFESSIONAL SERVICES FEES**

HSE proposes the following fee breakdown for the work outlined in this proposal:

• Phase 1 Schematic Design and Design Development (Fixed Fee):	\$15,800.00
• Phase 2 Construction Documents (Fixed Fee):	\$6,300.00
• Phase 3 Bidding/Negotiations (Fixed Fee):	<b>N/A</b>
• Phase 4 Construction	
o Construction Administration (Fixed Fee*):	\$3,750.00
o Special Inspections (Fixed Fee*):	\$3,750.00
• <b>Total*</b>	<b>\$29,600.00</b>

\*Construction administration time and effort can vary widely depending on the selected contractor, construction schedule, unforeseen conditions that arise during construction, and other variables. Therefore, this fixed fee value is an *upper limit* to what HSE will provide. When time and expenses logged by HSE for this phase reaches the value indicated based on hourly rates listed below, work on that phase will cease until additional funds are approved. Conversely, HSE will only bill for those hours and expenses logged.

This proposal has been prepared based on a very limited scope of work from the town and a brief walkthrough of the building. HSE reserves the right to revisit this fee in the event the scope of work changes significantly during the schematic design phase.

If the scope of services is not initiated within a 60-day period from the date of this proposal, HSE reserves the right to adjust the proposal to reflect changes in our workload and operating costs. Hold periods greater than six months will be subject to restart fees at the hourly rates outlined below.

For additional services specifically requested by ArchSmith Studio PC, HSE proposes to provide such services on a time and expense basis at the rates identified in the Hourly Rates schedule below. HSE reserves the right to adjust its hourly rates at the beginning of each calendar year.

Initials: \_\_\_\_\_  
                    (HSE)                      (Client)



info@hamiltone.com  
2156 Shillelagh Road  
Chesapeake, VA 23323  
(757)908-2208

## HOURLY RATE SCHEDULE

- Structural Engineer \$160.00 per hour
- Sub-Consultants Direct Cost x 1.15

Please review the above information and the attached terms and conditions and contact me if further clarification is required or if additional questions develop. If you agree with the terms and conditions of this proposal, please sign in the space below and return one copy to HSE for our records. If HSE is given verbal or written notification to proceed without first receiving a signed copy of this proposal, it will be mutually understood that both firms will be contractually bound by this proposal.

Sincerely,

Hamilton Structural Engineering, PLLC

Peter S. Hamilton, PE  
Manager/Structural Engineer

Accepted for **ArchSmith Studio PC**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT B

Initials: \_\_\_\_\_  
(HSE) (Client)

## TERMS AND CONDITIONS

1. **Services to Be Provided.** Hamilton Structural Engineering, PLLC (HSE) through and by its officers, employees, and subcontractors is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, consulting services set forth in this proposal. No third-party beneficiaries are intended by this agreement.
2. **Payment Terms.** Client agrees to pay HSE's invoice upon receipt. If payment is not received within 60 days from the Client's receipt of HSE's invoice, Client agrees to pay a service charge on the past due amount at the greater of 1.5% per month or the allowable legal rate, including reasonable attorney's fees and expenses if collected through an attorney. No deduction shall be made from HSE's invoice for retainage or liquidated damages unless expressly included in the Agreement. Upon reasonable notice to Client, HSE may suspend services until paid on any project where payment of invoiced amounts is not received by HSE within 30 days of Client's receipt of HSE's invoice. Client receipt of invoice will be presumed to be not more than 5 days after mailing by HSE, with adequate postage attached, or 2 days after e-mailing. Time is of the essence on this provision. HSE does not accept "Paid-If-Paid" payment terms. It is the Client's responsibility to ensure timely payment of HSE's invoices regardless of the status of payment from a third party for related or pass-through payments.
3. **Termination.** Either party may terminate this Agreement in writing without cause and without penalty. In the event Client requests termination prior to completion of the proposed services, Client agrees to pay HSE for all reasonable charges incurred to date and associated with termination of the work. "Reasonable Charges" may be the greater of billable time and direct expenses or percentage of work complete and is up to the discretion of HSE. Termination will be effective immediately upon receipt of the written notice.
4. **Payment.** Normal payment methods are cash and check. Returned checks will be charged a fee of \$35 and will be subject to late fees listed above. Online payments using ACH/Credit Card are available upon request but will be subject to a convenience fee equal to the fee charged by the payment servicer at the time of payment (approximately 3%).
5. **Standard of Care.** HSE will perform its services using the degree of care and skill ordinarily exercised under similar conditions by reputable members of HSE's profession practicing in the same area or similar locale at the time of service. **NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE OR INTENDED BY THIS PROPOSAL, BY ORAL STATEMENTS MADE BY HSE REPRESENTATIVES, BY THE PERFORMANCE OF SERVICES, OR BY WRITTEN REPORTS.**
6. **Limitation of Liability.** In recognition of the relative risks and benefits of the project to both the Client and HSE, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of HSE and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claimed expenses from any cause or causes, so that the total aggregate liability of HSE and its subconsultants to all those named shall not exceed \$100,000 or the total of HSE's fees for the project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, or breach of contract. Client agrees to indemnify HSE, its directors, officers, employees, agents, and subcontractors from any claims, suits, or losses, including related reasonable attorney's fees.
7. **Field Representative.** The presence of HSE's or its subcontractor's field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation, and/or field testing of specific aspects of the project as authorized by Client. Should a contractor(s) not retained by HSE be involved in the project, Client will advise such contractor(s) that HSE's services do not include supervision or direction of the means, methods, or actual work of the contractor(s), its employees or agents. Client will also inform contractor that the presence of HSE's field representative for project administration, assessment, observation, or testing will not relieve the contractor of its responsibilities for performing the work in accordance with the plans and specifications. If a contractor (not a subcontractor of HSE) is involved in the project, Client agrees, in accordance with generally accepted construction practices, that the contractor will be solely and completely responsible for working conditions on the job site, including security and safety of all persons and property during performance of the work and compliance with all Client safety requirements and OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that HSE will not be responsible for job or site safety or security on the project, other than for HSE's employees and subcontractors, and that HSE does not have the duty or right to stop the work of the contractor.
8. **Unforeseen Conditions or Occurrences.** It is possible that conditions or occurrences unforeseen by HSE may be encountered at the site, which could substantially alter the necessary services, or the risks involved in completing HSE's services. If this occurs, HSE will promptly notify and consult with Client, but will act based on HSE's sole judgement and discretion where risk to HSE personnel is involved. Possible actions could include:
  - a. Complete the original Scope of Services in accordance with the procedures originally intended in our Proposal, if practicable in HSE's judgement.
  - b. Agree with Client to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences with such revision agreed to in writing.
  - c. Terminate the services effective on the date specified by HSE in writing.
9. **Assessments.** Assessments of existing structures are intended to assist Client in evaluating the overall condition of the structure. It is based on observations made by HSE of the visible and apparent condition of the structure and its components on the date and at the time of the assessment. In the conduct of the assessment, HSE has not disassembled equipment, moved furniture, or opened interior finish or exterior facade coverings. Although care has been taken in the performance of any assessment, HSE makes no representations regarding latent or concealed defects which may exist. Reports prepared by HSE are not fully exhaustive nor do they imply that every component was inspected, or every possible defect discovered. HSE does not warrant or guarantee the condition of any part or component of the structure.
10. **Schedule.** All schedules, whether written or verbal, are estimates only and will not be binding on HSE or Client. Furthermore, the Client has no claim for monetary damages for delays by HSE and HSE has no claim for monetary damages for delays caused by Client. Client agrees to ensure that No Damages for Delay clauses in construction contracts will be written to include and protect HSE.
11. **Documents.** HSE will furnish Client with the agreed upon number of written reports and supporting documents. These instruments of service are furnished for Client's internal use and reliance, but not for advertising or other types of distribution and are subject to the following:
  - a. All documents generated by HSE under this Agreement shall remain the sole property of HSE. The client is granted a onetime use license only. Any unauthorized use or distribution of HSE's work shall be at Client's and recipient's sole risk and without liability to HSE. Violation of HSE's copyright and/or reuse of plans without prior written authorization may result in additional fees or penalties as deemed appropriate by HSE. HSE may retain a file copy of its work product and related documents.
  - b. If Client desires to release, or for HSE to provide, report(s) to a third party not described herein for that party's reliance, HSE will agree to such release provided written acceptance is received from such third party to be bound by acceptable terms and conditions similar to this Agreement (e.g., Secondary Client Agreement). Reports provided for disclosure of information only will not require separate agreement. Client acknowledges and agrees to inform such third party that HSE's report(s) reflects conditions only at the time of the study and may not reflect conditions later. Client further acknowledges that such request for release creates a potential conflict of interest of HSE and by this request Client waives any such claim if HSE complies with the request.
  - c. Client agrees that all documents furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand, and will not be used by Client or any other entity for any purpose whatsoever. Client further agrees that documents produced by HSE pursuant to this Agreement will not be used for any project not expressly provided for in this Agreement without HSE's prior written approval.
  - d. Client shall furnish documents or information reasonably within Client's control and deemed necessary by HSE for proper performance of its services. HSE may rely upon Client-provided documents in performing the services required under this Agreement; however, HSE assumes no responsibility or liability for their accuracy. Client-provided documents will remain the property of the Client, but HSE may retain one confidential file copy as needed to support its report.
12. **Billable Time.** All time spent on a specific project is considered 'billable time.' This includes, but is not limited to, administrative time for marketing and procurement of the work, engineering inspection or assessment, analysis and design, drafting services, travel to and from job sites or meetings, and coordination and correspondence with clients and other consultants. For hourly projects, invoices will be based on billable time and expenses. Billable time will be tracked for fixed fee projects for record purposes or for the recoupment of expenses in the event of project cancellation (refer to Section 2).
13. **Reimbursable Expenses.** All direct costs attributable to a specific project are considered 'reimbursable expenses.' For hourly/cost plus agreements, these expenses may be billed directly to the Client with a 15% markup. These costs include, by are not limited to, copy/printing expenses, travel costs, and delivery/postage fees. Vehicle mileage will be billed at the IRS standard mileage rate for the year in which the travel takes place and is not subject to markup. Reimbursable expenses will be tracked for fixed fee projects for record purposes or for recoupment of expenses in the event of project cancellation (refer to Section 2).
14. **Performance of Work.** Client agrees that all work described in reports, depicted in drawings, or otherwise specified by HSE will be carried out only by contractors and tradespeople with current licenses in the jurisdiction of the project. The client also agrees that, if a permit is required by local codes, laws, regulations, or other rules, one will be obtained prior to starting the project and all procedures, inspections, and other requirements will be followed and fulfilled as required by the authority having jurisdiction. Should the designs and recommendations provided by HSE be used in a "do-it-yourself" capacity or by an unlicensed contractor, subcontractor, and/or tradesperson and/or if the work is carried out without a required permit the client agrees to hold harmless and indemnify HSE, its directors, officers, employees, agents, and subcontractors/subconsultants regardless of the cause of the error or ultimate determination of fault or responsibility.
15. **Claims.** The parties agree to attempt to resolve any dispute without resorting to litigation, including use of mediation, prior to filing of any suit. However, in the event a claim results in litigation, and the claimant does not prevail, then the claimant shall pay all costs incurred in pursuing and defending the claim, including reasonable attorney's fees.
16. **Testimony.** Should HSE or any HSE employee be compelled by law to provide testimony or other evidence by any party, whether at deposition, hearing or trial, in relation to services provided under this Agreement, and HSE is not a party in the dispute, then HSE shall be compensated by Client for the associated reasonable expenses (including, but not limited to: airfare and/or mileage, lodging, food, and other out of pocket expenses) and labor for HSE's preparations and testimony at appropriate unit rates. To the extent the party compelling the testimony ultimately provides HSE such compensation, Client will receive a credit or refund on any related double payments to HSE.
17. **Confidentiality.** HSE will maintain as confidential, any documents or information provided by Client and will not release, distribute, or publish same to any third party without prior permission from Client, unless compelled by law or order of a court or regulatory body of competent jurisdiction.
18. **Governing Law.** This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia.
19. **Severability.** If any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.
20. **Survival.** All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and HSE shall survive the completion of the services and the termination of this Agreement.
21. **Assignment.** This Agreement may not be assigned by either party without the prior permission of the other.
22. **Consideration.** The parties agree that the charges for HSE's services are sufficiently adjusted to include any specific consideration payable to Client under these terms and conditions.
23. **Integration.** This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

Initials: \_\_\_\_\_  
                  (HSE)                   (Client)

Task	Hours	Rate	Total
Site Visit Prep	1	\$ 95.00	\$ 95.00
Site Visit (includes travel)	5	\$ 160.00	\$ 800.00
Site Visit (includes travel)	5	\$ 115.00	\$ 575.00
Photo Processing (log & key)	2	\$ 95.00	\$ 190.00
Research	6	\$ 95.00	\$ 570.00
Memo Text Development	24	\$ 115.00	\$ 2,760.00
Text QAQC	4	\$ 160.00	\$ 640.00
Review schematic design and comment	4	\$ 160.00	\$ 640.00
Client Coordination	4	\$ 160.00	\$ 640.00
Client Coordination	2	\$ 115.00	\$ 230.00
Admin Support	2	\$ 95.00	\$ 190.00
Site Visit Mileage	114	\$ 0.70	\$ 79.80
<b>Phase 1 total</b>	<b>173</b>		<b>\$ 7,409.80</b>

#### Phase 1 Scope

Conduct a site visit to observe and document building conditions

Prepare a memo noting significant architectural features

Review and comments on schematic design drawings

#### Assumptions:

Assumes 1 site visit

Earliest availability for site visit mid- to late-June (Week of 6/16 or 6/23)

Design development set delivered at end of Phase 1; CPG review first step of Phase 2.

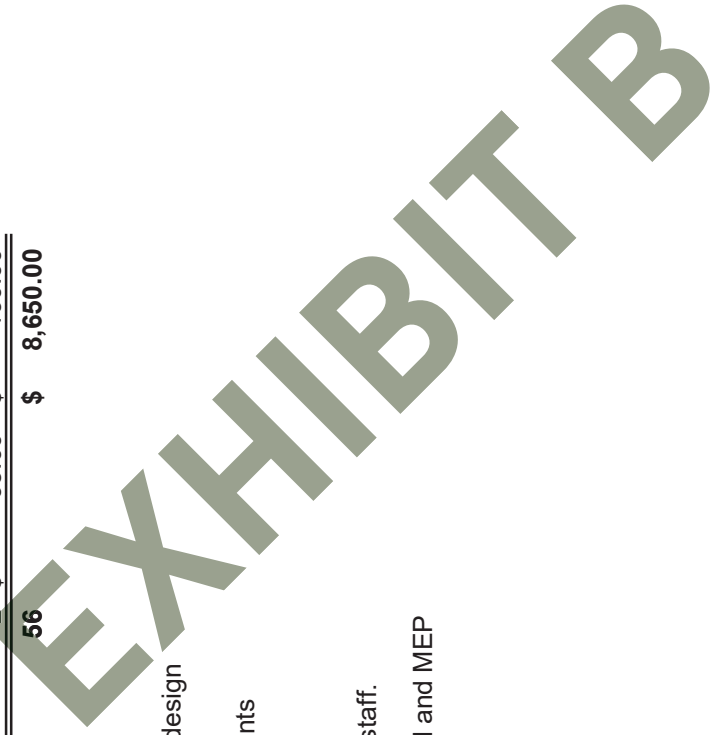
Task	Hours	Rate	Total
Research / Enclosures	2	\$ 160.00	\$ 320.00
Design Development & Construction Documents Plan Review and Comment	40	\$ 160.00	\$ 6,400.00
Client Coordination	8	\$ 160.00	\$ 1,280.00
Client Coordination	4	\$ 115.00	\$ 460.00
Admin Support	2	\$ 95.00	\$ 190.00
	<b>56</b>		<b>\$ 8,650.00</b>

**Phase 2 Scope:**

Review and comment on schematic design & design development drawing set  
 Review and comment on construction documents

**Assumptions:**

Matterport scan to be made available to CPG staff.  
 Drawing sets, including architectural, structural and MEP are delivered together for review.



Task	Hours	Rate	Total
Contractors (optional)		\$ 200.00	\$ -
Agreement with Standards (optional)		\$ 160.00	\$ -
Site Visit Mileage (if incurred)	114	\$ 0.70	\$ 79.80
			<b>\$ 79.80</b>

**Phase 3: Construction Bidding / Negotiations**

Optional site visit with potential contractors

Optional assessment of bid documents to meet SOIS-Rehab

**Assumptions:**

N/A

EXHIBIT B

Task	Hours	Rate	Total
Per Site Visit Mileage	114	\$ 0.70	\$ 79.80
Per Site Visit Staff Hours	5	\$ 160.00	\$ 800.00
Hourly Consulting Rates - Principal	8	\$ 200.00	\$ 1,600.00
Hourly Consulting Rates - Project Manager	16	\$ 160.00	\$ 2,560.00
Hourly Consulting Rates - Preservation Associate	16	\$ 115.00	\$ 1,840.00
Hourly Admin Support	4	\$ 95.00	\$ 380.00
	<b>49</b>		<b>\$ 7,259.80</b>

**Phase 4 Scope**

Site visits as needed  
Hourly consultation

**Assumptions:**

Site visits would be coordinated in advance to ensure available staffing

Included hours are provided as an allowance. If more hours are needed, they will be billed at CPG's hourly rates as "additional services".

