

PROFESSIONAL SERVICE CONTRACT

Please sign and return one copy with the required deposit to:

PALOS VERDES ENGINEERING CORPORATION
550 Deep Valley Dr., Suite 273, Rolling Hills Estates, CA 90274
(310) 541-5055, (310) 541-0321 Fax, info@pvec.com

This Agreement made and entered on Friday, September 08, 2023, by and between Mike and/or Sandra Bible, hereinafter referred to as CLIENT, and Palos Verdes Engineering Corporation, hereinafter referred to as PVEC;

CLIENT desires to retain PVEC to perform certain Professional Engineering, Consulting, and/or Planning services as outlined in the following Scope of Services;

For the project titled: Structural Inspection and Written Report
For the property located at: 4335 Admirable Drive
Rancho Palos Verdes, CA 90275

PVEC desires to perform services for CLIENT,
Whose billing address is: Mike and/or Sandra Bible
4335 Admirable Drive
Rancho Palos Verdes, CA 90275

And whose contact numbers are: Mobile Phone: (310) 425-6905
Email: mike.bible64@gmail.com

ARTICLE I – SCOPE OF ENGINEERING SERVICES

SECTION I – GENERAL SERVICES

Scope of Work:

1. Perform site inspection of distressed single-family residence.
2. Prepare written report of findings and recommendations.

SECTION II – FEE ARRANGEMENT AND PAYMENT SCHEDULE

Cost for this project: \$1,540.00

Deposit Required: \$1,540.00

ARTICLE II – GENERAL TERMS

1. FEES FOR PROFESSIONAL SERVICES BY PVEC EMPLOYEES

Fees for services, including travel time, are based on the time expended on the project by professional, technical and clerical personnel. The fee is computed by utilizing PVEC's current fee schedule.

2. ADDITIONAL SERVICES

If PVEC is asked to perform services which are outside the Scope of Work, or if the Scope of Work is changed in size, quality, complexity, or schedule, then any work performed by PVEC as a result of such request or change will be billed whether upon a mutually agreeable fee or time and materials basis. Currently hourly billing rates, subject to change without notice, are available upon request. Additional services would include response to Owner-retained peer review comments, response to comments by Authority Having Jurisdiction, Site Observations during construction and revisions to design as a result of changes or new information from Owner.

3. REIMBURSABLE EXPENSES

Expenses other than salary costs that are directly attributable to our professional services are invoiced at our cost plus 15%. These expenses include such items as out-of-town travel expenses, long distance telephone charges, use of personal and rental cars, special

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fees and permits, premiums for additional or special insurance where required, computer expenses resulting from the use of outside vendors, etc.

4. SERVICES BY OTHERS

When considered necessary, other technical firms or outside consultants may be used with your approval and the cost of such services, plus ten percent (10%) will be included in our invoice. Unless specifically agreed to in writing, PVEC has retained no consultants for this project.

5. LIMITATION OF LIABILITY

Client agrees to limit all liabilities, claims for damages, costs of defense and other expenses levied against PVEC due to alleged defects, errors, omissions, and/or professional negligence to \$25,000.00 or PVEC's professional fees, whichever is greater.

6. RISK ALLOCATION

In recognition of the relative risks, rewards and benefits of the project to both the Client and PVEC, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, PVEC's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of \$25,000.00 or the amount of PVEC's fees (whichever is greater). It is intended that this limitation apply to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law.

7. Client acknowledges the risks to PVEC inherent in housing projects, the disparity between PVEC's fee and their potential liability for problems or alleged problems with such condominium projects, and the higher risk that there will be litigation brought by the housing owners or an association of said owners ("Owner Actions"). Accordingly, Client agrees, to the fullest extent permitted by law, to indemnify PVEC, its officers, directors, employees against all damages, liabilities or costs, including reasonable attorney's fees and court costs ("Claims"), as a result of Owner Actions, except for those Claims arising from allegations of, or PVEC's sole negligence, and/or willful misconduct in the provision of PVEC's professional services.

8. PAYMENTS TO PVEC

Invoices will be submitted monthly for the prior month's services. Payment is due upon the invoice date and becomes delinquent thirty (30) days thereafter. In the event of non-payment, PVEC may, without waiving any of the claims or rights against you, and without liability whatsoever to you, terminate performance of the services. A late charge may be added to delinquent amounts at the rate of one-and-one-half percent (1-1/2%) for each thirty (30) days delinquency.

9. USE OF PVEC DOCUMENTS

The drawings, specifications, structural calculations, and other documents, including those in electronic form produced by PVEC under this agreement are for use solely with respect to this Project. Upon the execution of this Agreement, PVEC grants to the Client nonexclusive license to reproduce such PVEC documents for the purpose of constructing, maintaining or using the Project. Any termination of this agreement prior to completion of the Project, or any failure of Client to pay PVEC for PVEC's services, shall terminate this license. Clients shall not use the PVEC documents for any other endeavor without written consent of PVEC.

10. TERMINATION

Suspension: If the project is suspended by Client (or the owner of the Project) for more than 30 days, Client shall compensate PVEC for all services performed by PVEC prior such suspension. When the Project is resumed, PVEC shall compensate for expenses incurred in the interruption and resumption of PVEC's services. PVEC's fees for the remaining services shall be equitably adjusted. If the suspension continues for more than 90 days, PVEC may terminate this agreement by not less than seven days notice.

PVEC right to Suspend Work Upon Non-Payment: If any PVEC invoice is not paid within 30 days of invoice date, PVEC shall have the right to suspend work on the project until payment on such invoice is received, and PVEC shall have no liability for any damage, cost, fine or penalty due to delay in the Project caused by such suspension. Termination for Cause: Either party may terminate this agreement on not less than seven days written notice if the other party fails to perform its obligations under this agreement. Payment upon Termination: In the event of termination, Client shall pay PVEC for all services performed prior to termination, all reimbursable expenses, plus expenses incurred in demobilization.

11. DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and PVEC agree that all disputes between them arising out of or relating to this agreement or the Project shall be submitted to non-binding mediation unless the parties mutually agree otherwise. Mediation fees shall be equally divided between

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PVEC and Client. If PVEC or Client (1) commences an action without first attempting to resolve the matter through mediation or (2) before commencement of action, refuses to mediate after a request to mediate has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available. The following shall not constitute a breach of the mediation provisions above: 1) any use of a third-party collection agency; 2) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; 3) the filing of a court action to enable the recording of a notice of pending action, or order for attachment, receivership, injunction, or other provisional remedies; and 4) the filing or recording of a lien and/or any other instrument to secure payment.

12. VENUE

This agreement shall be interpreted and enforced in accordance with the laws of the State of California. The venue of any action brought to interpret or enforce any of the terms of this agreement or otherwise adjudicate the rights or liabilities of the parties hereto shall be in Los Angeles County, California.

This proposal is valid for a period of 60 days from the above date. Should you agree to above, please sign and return this agreement and deposit to PVEC as a notice to proceed. We appreciate this opportunity to work with you.

PVEC cannot commence work on this project until this signed authorization and required deposit are received.

Approved and accepted in accordance with the
General Terms of Agreement above:

Palos Verdes Engineering Corporation

Signature: _____

Name/Title: William A. Bell, P.E.C88870

Date: _____

Client

Signature: Mike Bible

Name/Title: Mike Bible

Date: 9/09/2023