

**PROFESSIONAL CONSULTANT SERVICES AGREEMENT**

**ELS**

Architectural Design Services to  
Renovate the Cesar E. Chavez Community Center – RFP No. 2331

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and ELS, a California corporation. (“Consultant”).

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit “A,” “Scope of Services” (“Services”), attached hereto and incorporated herein by reference, in conjunction with Architectural Design Services to Renovate the Cesar E. Chavez Community Center – RFP No. 2331 (“Project”).

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until June 1, 2026, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00) payable in accordance with the terms set forth in Exhibit “B.” Said payment shall be made in accordance with City’s usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

General Services  
City of Riverside  
Attn: Robert Wise, Esq.  
3900 Main Street  
Riverside, CA 92522

To Consultant

ELS  
Attn: Clarence D. Mamuyac  
30920 Monte Vista Way  
Thousand Palms, CA 92276

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director’s determination is available on-line at [www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm) and is referred to and made a part hereof; the

wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.**

10.1. In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

10.2. **Subsequent Contracts.** Consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the City's preparation of a request for proposals, request for qualifications, or any other

solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the City to ensure that all bidders or proposers for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

## 11. **Indemnification.**

11.1 **Design Professional Defined.** For purposes of this Agreement, "Design Professional" includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 **Defense Obligation For Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant's professional negligence based on the percentage of Consultant's liability. This obligation to defend as set forth herein is binding on the successors,

assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

**11.3 Indemnity For Design Professional Liability.** When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

**11.4 Defense Obligation For Other Than Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

**11.5 Indemnity For Other Than Design Professional Liability.** Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

## **12. Insurance.**

12.1 **General Provisions.** Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims-made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.



25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code.

Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

34. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

34.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

34.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

34.3 In the event of a conflict between the body of this Agreement and Exhibit “A” - Scope of Services hereto, the terms contained in Exhibit “A” shall be controlling.

35. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit “A” - Scope of Services

Exhibit “B” - Compensation

Exhibit “C” - Key Personnel

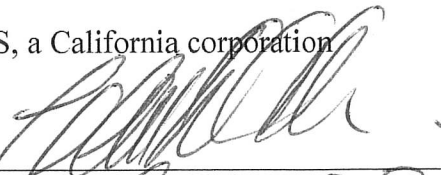
**[SIGNATURES ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, City and Consultant have caused this Professional Consultant Services Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

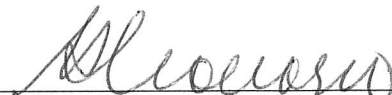
ELS, a California corporation

By: \_\_\_\_\_  
Mike Futrell  
City Manager


By:   
Print Name: CLARENCE D. MAMUYAK, JR.  
Title: President / CEO

and


Attest: \_\_\_\_\_  
Donesia Gause  
City Clerk

By:   
Print Name: GERALD NAVARRO  
Title: CFO

Certified as to Availability of Funds:

By:   
\_\_\_\_\_  
Chief Financial Officer

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
Ruthann M. Salera  
Senior Deputy City Attorney

**EXHIBIT "A"**

**SCOPE OF SERVICES**

## **EXHIBIT A**

### **SCOPE OF SERVICES**

The Company shall provide the following services for the project described in the RFP. These services have been separated into three phases as follows:

The Company shall provide biweekly updates to City staff during all design phases of the project. These meetings will primarily be conducted using Microsoft Teams.

#### **Phase I – Programming, Conceptual Plan Development and Due Diligence Activities**

The Company shall assist the City in defining the scope and budget of the prioritized list of improvement and assist in developing recommended improvements as the budget or the project permits, that provides the greatest benefit for the programs offered at the Community Center. The following is a summary of the anticipated services provided by the Company during this phase:

1. The Company shall review the list of requested modifications included within the scope of work. The objective is to include as many of the listed improvements as the Project budget will allow. There are 10 items that are prioritized and must be included in the project.
2. The Company shall visit and familiarize themselves with the Cesar Chavez Community Center, its current uses and the drawings provided of the Center by the City.
3. Company will familiarize themselves with the goals and objectives of Cesar Chavez Community Center staff, including conducting on-site needs assessments of the current and planned programming offered at the facility.
4. Company shall budget for five (5) on-site meeting with staff and stakeholders during the Conceptual design phase to incorporate staff and stakeholders' requirements into the Project's design.
5. During the Conceptual Planning Phase, the company shall provide advice as to which requested improvements will have the greatest positive impacts to the facility and the Community programs provided by City staff and stakeholder organizations.
6. Company will generate conceptual designs for the interior improvements and modifications for review of City staff and for presentation to City administration, stakeholders, and the public. The conceptual plan prepared should be in high resolution and provided in an electronic format fit for reproduction.
7. The Company will provide an estimate of project construction costs based on the approved schematic plan.
8. Company shall provide documentation and required reports for the City of Riverside Cultural Heritage Board (CHB) approval for the project and attend and be prepared make a presentation the proposed renovation of the Cesar E. Chavez Community Center at CHB meeting.

#### **Phase II – Design**

9. The Company shall use Conceptual Design as the basis for preparing schematic design documents. Documents shall consist of schematic drawings including floor plans, elevations details drawings, and specifications to establish basic design ideas and respective cost estimates as set forth during the Conceptual Design phase of the scope of services.
10. The Company will provide City staff with up to four weeks for review and approval of the Schematic Designs.
11. The Company shall use the approved Schematic Design documents to prepare Design Development documents consisting of plans and specifications and describe the size and character of the project relative to architectural design, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate to enable the City to understand the progress and development of the Project.
12. The company is required to provide an engineer estimate of the cost of the project after completion of the Schematic and Design Development phase.
13. The Company will provide completed Construction Documents and specifications to the City of Riverside Building Department in the format required, for plan approval and will be responsible to address any comments or correction required for permit ready Construction Documents. by the be used for bidding.
14. The City will have sole responsibility for the bidding process and for selecting a bidder for the construction of the project. The Company will be required to provide bidding support in the form of providing answers via City representatives to design/construction related questions or Requests for Information
15. Company to provide City staff with one full set of Construction Documents and specifications in print and in PDF format.

### **Phase III- Contract Administration/Close Out**

16. The Company shall provide the following basic services for the project for an anticipated construction schedule of eighteen (18) months. The 18-month schedule shall begin when the City issues a Notice to Proceed to the most responsible and responsive fabricator or general contractor (Contractor) or executes a contract with said general contractor, whichever comes first.
17. The City will be responsible for prequalifying potential contractors or bidding the Design Plan and Specifications developed by the Company. The Company shall provide bidding support in the form of answering Design and Specification related questions provided by bidding contractors.
18. Company will attend pre-construction conference to discuss the project requirements with the Contractor and the City.
19. Attend regularly scheduled bi-weekly construction meetings with the Contractor. For the purpose of this proposal, the Company's services shall be budgeted for an 18-month construction duration.
20. Review and approve Contractor shop drawings, product submittals, and samples to determine if the submitted items are in general conformance with the design intent and specifications.
21. Review and respond to requests for information during construction.
22. Review change order requests as necessary and evaluate Contractor requests for

substitution. All formal approvals of change orders or construction change directives are subject to City approval.

23. Conduct periodic observation for each major phase of Construction at approximately 25%, 50% and 75% of completed construction. The Company shall report in writing to the City any deviations observed at the time the periodic observation was conducted.
24. Conduct substantial completion and final inspections, preparing a "Punch List" of deficiencies that must be corrected by the Contractor prior to acceptance of the project.
25. Monitor submission of close-out documentation from the Contractor(s), including operation & maintenance manuals, warranties, as-built drawings (prepared by the contractor), and final certificate of completion.
26. Provide commissioning for all MEP startup operations.

The following is a list of priority list renovations for the Cesar E. Chavez Community Center that must be addressed as part of the Project:

1. Perform a complete assessment of the current Mechanical, Electrical and Plumbing system (MEP), roofing system, fire alarm and sprinkler system and ADA accessibility into and throughout the facility.
2. Upgrade facility to all current State and local fire and safety codes as required and pursuant to the State of California Historical Code.
3. Provide ADA Accessible Path of Travel into and throughout the facility in accordance with all applicable Federal, State and Local code requirements.
4. Renovate all restrooms within the facility to meet current ADA and other code requirements for public facilities.
5. Comply with the Secretary of the Interior, State Historical Preservation Officer and City or Riverside requirements for the replacement of all exterior windows.
6. Re-roof all required areas of the facility, removing, storing, and re-installing any original roofing tile that can be salvaged.
7. Evaluate current HVAC system for the facility and design replacement HVAC system that is energy efficient and sustainable as required.
8. Provide design and specifications for the renovation and reuse of the auditorium for small performances of performing arts, music, film/video and similar events. This is to include a creative redesign of the stage, dressing rooms, mixing/lighting area, and ADA access to all performing and support areas within the auditorium.
9. Design elevator access from the ground floor to the basement for access to community programming in the basement.
10. Design security system for facility.

The following is a list of items the Parks and Recreation Department would like to address within the scope of the project. This list will be refined during the Conceptual Design Phase of the project.

### **Typical Improvements**

- Upgrade lighting throughout the facility in compliance with Title 24. (<https://www.dgs.ca.gov/BSC/Codes>)



- Remove and replace existing ceiling tile and respray existing ceiling grid.
- Remove carpet and classrooms and office and refinish wood floors.
- Polish all exposed concert floors and steps.
- Provide a specification for window covering for offices and classrooms.

### **Exterior**

- Provide architectural and security lighting.
- Paint the exterior of the building with approval of color selection from the Riverside Culture Heritage Board.
- Evaluate and design drainage/gutter system.
- Refurbish or replace exterior doors in compliance with ADA code requirements.
- Assess and design improved security for basement windows.

### **Community Room**

- Upgrade hand railing/re-stain and re-paint wrought iron railing.
- Design area for catering kitchen with sink, counters, cabinets, refrigerator, warming ovens, microwave.
- Create a bottom storage under staircase "hidden storage" to slide in tables.
- Built in sound system, and acoustic paneling.
- Evaluate removing staircase to level floor in room.

### **Ticket Booth**

- Resurface and keep concrete flooring.
- Upgraded door.

### **Conference Room**

- Design audio and visual system for meetings.

### **Downstairs Lobby**

- Glass windows by the office for staff to see out from.
- Updating doors to rooms/ repainting
- Relocating murals or different parts of hallway if possible.

### **Hallways**

- Provide design renovation/replacement of skylights.
- Provide comfortable open waiting areas for parents and students with electrical outlets, Wi-Fi and charging areas.

### **Basement**

- Assist City staff and stakeholders in programing the basement spaces for anticipated classes and activities and provide design and specifications for programed space.

### **Rooms B-C**

#### **Storage**

- Provide storage cabinets for musical instruments and other equipment.

**Room A, E, D, 212 and 214**

**Music Dance art class**

- Provide additional storage area.
- Add infrastructure for audio and visual system.
- Add soundproof room for recording.
- Add additional electrical outlets outer walls of room.
- Add ballet bars in front of mirrors.
- Add additional electrical outlets outer walls of room.

**Room F**

**Production Studio**

- Extend room into adjoining storage room space and divide two rooms for production and control rooms.
- Design for sound proofing between the two rooms.
- Provide design and specifications for space and equipment for teaching video production.

**Room G**

**Sound Studio**

- Convert to sound studio (recording room-far end) (mixing room-front of room)
- Provide design and specifications for space and equipment for teaching video production.

**Room 208/k**

- Convert into Riverside Art Academy Office Space, design for a kitchen and meeting room.

**Main Office**

- Update office space and workstations with required infrastructure to support office use. Provide sound mitigation between office space and facility space. Provide additional electrical outlets.

April 9, 2024

Ms. Kristan Nordmeyer, CPPB  
City of Riverside  
Finance Department, Purchasing Division  
Via Email: KNordmeyer@riversideca.gov

Subject: Cesar Chavez Community Center at Bobby Bonds Park  
REVISED Proposed Professional Design Fees  
RFP No.: 2313

Dear Ms. Nordmeyer,

**ELS Architecture and Urban Design** is pleased to submit our proposed revised fees to provide professional services for Architectural Design Services for the renovation of the Cesar Chavez Community Center at Bobby Bonds Park. This proposal includes our negotiation discussion today via MS Teams with your Carl Carly, and project assumptions.

## ASSUMPTIONS

### NOTICE TO PROCEED – PROCESS OF APPROVAL

Per our conversation today, we understand that our Notice-To-Proceed (NTP) is contingent upon the City Council's approval of our contract, which is estimated to be approximately 10 weeks from today. We understand that the terms of our agreement with the city must be finalized within the next 5 weeks to realize a NTP by the week of June 17<sup>th</sup>. ELS will begin review of the City's base agreement today and we will aim to have our comments on the agreement back to the City next week.

### DESIGN SCHEDULE

Regarding the schedule that was included in our RFP response submission, and based upon our discussion today, we will revise the design schedule to reflect the actual NTP once it is known. In the meantime, we will maintain a Working Draft Schedule based upon an NTP the week of June 17<sup>th</sup>, 2024. Of course, we are prepared to start earlier if the City's schedule and process allows.

### PROJECT SCOPE

Per our response to this Request for Proposals and as previously submitted.

## PROFESSIONAL DESIGN FEES

We are proposing Basic Services as the following REVISED Lump Sum Fee amount of \$1,750,000 (One Million, Seven Hundred and Fifty-Thousand Dollars and Zero Cents). Please see attached *ELS Fee Schedule Comparison – ORIGINAL and REVISED*.

## POTENTIAL ADDITIONAL SERVICES

1. Project scope in addition to that described in the RFP.
2. Work and scope to be performed by any consultants not included in this RFP response.
3. Expedited Schedule, including fast-tracked, multiple early bid and construction packages.
4. Negotiating entitlement agreements, variances with city agencies, and design review approval submittals and presentations are to be provided as an additional service.

5. Life-Cycle Cost Analysis to determine the economic viability of an all-electric approach for heating and plumbing of the community center. If an all-electric approach is deemed feasible and desirable, then additional architecture and MEP engineering fees will be required to implement an all-electric approach. Currently we understand that the building is heated with electric heat pumps, but we are uncertain as to the heat source for plumbing.
6. LEED documentation and certification effort, above and beyond the Schematic Design phase analysis. A proposal to provide registration and certification documentation with the US Green Building Council can be provided upon request.
7. Preparing phased construction documents requiring issuance of separate multiple packages.
8. Providing additional professional renderings or models beyond those listed in the RFP. Renderings beyond those mentioned in the RFP will be charged at a flat rate of \$2,500 per rendering and will be invoiced against the Reimbursables Budget.
9. Building code variances or modifications, if required, will be provided as an additional service.
10. Providing market demand and/or operational analysis (Revenue and Expense Projections).

#### EXCLUSIONS/PROVISIONS

The following items of work are excluded from our services:

1. Removal of hazardous materials;
2. Geotechnical Investigations or reports;
3. Land Survey of existing conditions, including boundary, topography, structures, etc.;
4. Obtaining and paying for construction permits;
5. ADA and/or access compliance survey of existing conditions; and
6. Unless otherwise provided, ELS and its Consultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to, hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), or other toxic substances.

We look forward to participating in your next steps. Should you have any questions, or require any additional information regarding our fees, please do not hesitate to contact me at [cmamuyac@elsarch.com](mailto:cmamuyac@elsarch.com), or on my mobile 510.684.1159.

Respectfully Submitted,  
ELS ARCHITECTURE AND URBAN DESIGN



Clarence D. Mamuyac, Jr., FAIA, LEED AP BD+C, NCARB  
President and CEO

cc: David Masenten, Principal and Project Manager

Attachments: *ELS Fee Schedule Comparison – ORIGINAL and REVISED*

**EXHIBIT "B"**  
**COMPENSATION**

**A/E FEE SCHEDULE COMPARISON - Cesar Chavez Community Center**



	<b>ORIGINAL FEE</b>	
	eBid Submitted on 01.10.24	Per MS TEAMS Session
	eBid ID #353466	with City on 04.09.24

Item Description	UOM	QTY	Unit Price - Original		Unit Price - Revised
1 Research Services	LS	1	\$ 176,898.00		\$ 176,898.00
2 Design Services*	LS	1	\$ 1,026,259.00		\$ 916,172.50
3 Building Assistance	LS	1	\$ 603,274.00		\$ 603,274.00
4 Contract Administration	LS	1	\$ 30,000.00		\$ 30,000.00
5 Miscellaneous**	LS	1	\$ 47,311.00		\$ 23,655.50
			\$ 1,883,742.00		\$ 1,750,000.00

\* ELS has reduced **Design Services** fees by \$110,086.50. ELS will honor this reduction with the understanding that ELS will approach their current proposed MEP consultant, Guttmann and Blavoet, to negotiate a lower fee for MEP services. Further, els understands that they may also seek the services from another MEP consultant should negotiations with currently proposed MEP consultant not achieve desired goal. Regardless, ELS overall lump sum fees are \$1,750,000, and ELS will cover MEP scope within this fee with either the currently proposed MEP consultant or another qualified consultant. Finally, ELS understands that any newly proposed consultant must be approved by the City.

\*\* ELS has reduced **Miscellaneous Expenses** (reimbursable expenses budget) by 50% - Reduced from \$47,311.00 to \$23,655.50.

**EXHIBIT "C"**

**KEY PERSONNEL**

Clarence D. Mamuyac, Jr., FAIA, LEED AP BD+C, NCARB  
President and CEO