

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

CANNON/PARKIN, INC., dba CANNONDESIGN

Architectural Design Services for the New City of Riverside
SPC Jesus S. Duran Eastside Library – Phase 1 – RFP 1934

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2020 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and CANNON/PARKIN, INC., a California corporation, doing business as CannonDesign (“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 for the New City of Riverside SPC Jesus S. Duran Eastside Library – Phase 1 – RFP 1934 (“Project”).

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until December 31, 2022, unless otherwise terminated pursuant to the provisions herein. The City may elect to extend the term of this Agreement through a written mutual agreement for two (2) years to complete Phase 2 Design Services, based upon acceptable performance by Consultant for the Phase 1 Services provided herein, acceptable fees and subject to the same terms and conditions of this Agreement..

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Ninety-Four Thousand Five Hundred Dollars (\$94,500) 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

City of Riverside
General Services
8095 Lincoln Avenue
Riverside, CA 92504

To Consultant

Cannon/Parkin, Inc.
Attn: J. Brandon Dekker, Principal
2555 Main Street #220
Irvine, CA 92614

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 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.** 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.

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. **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.

33.1 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.

33.2 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.

33.3 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.

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

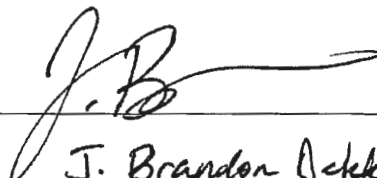
- Exhibit "A" - Scope of Services
- Exhibit "B" - Compensation
- Exhibit "C" - Key Personnel

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

CITY OF RIVERSIDE, a California charter city and municipal corporation

CANNON/PARKIN, Inc., a California corporation

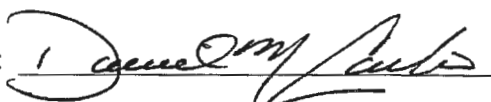
By: _____
City Manager

By:  _____
J. Brandon Oetker
[Printed Name]
Office Practice Leader - Principal
[Title]

Attest: _____
City Clerk

Certified as to Availability of Funds:

By: Kristie Thomas
Chief Financial Officer

By:  _____
DAVID M. CARALLO
[Printed Name]
CFO & Principal
[Title]

Approved as to Form:


By:  _____
Ruthann Salera
Deputy City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

CANNONDESIGN

August 21, 2020 Revised

Mr. Jorge L. Villanueva
Senior Project Manager, MBA
City of Riverside
General Services Department
Capital Projects Division
8095 Lincoln Avenue, Riverside CA 92504

Re: **City of Riverside**
 SPC JESUS S. DURAN EASTSIDE LIBRARY
 CannonDesign Project No. 607339.01

Dear Jorge:

CannonDesign is pleased to present this proposal for SPC Jesus S. Duran Eastside Library. This letter and the attached exhibits outline our understanding of the project, the scope for professional design services, the project schedule, inclusions, exclusions, and fee. We look forward with great enthusiasm to join your team on this exciting project.

Project Understanding

The following represents CannonDesign's understanding of the project:

The new SPC Jesus S. Duran Eastside Library is proposed to be located within the City's Bobby Bonds Park. The new building will be approximately 15,000 square feet in size. Library parking will be provided from the existing park (shared parking). The project will include a new 15,000 square foot shaded multipurpose meeting area (Refer to attached Site Map), create a lighted pedestrian pathway from parking areas to the new library and install enhanced lighting on the existing Bobby Bonds Park parking areas. Construction Cost is currently anticipated to be \$12,000,000.

The Project will be completed in two Phases: Phase 1: Programming and Conceptual Design; and Phase 2: Schematic Design through Construction Administration.

Scope of Services

Based upon the above project understanding, CannonDesign will provide professional A/E Services including the following disciplines:

BASIC SERVICES

Architecture	CannonDesign
Civil Engineering	Psomas
Landscape	To Be Determined
Structural Engineering	CannonDesign
Mechanical Engineering	CannonDesign
Electrical Engineering	CannonDesign
Plumbing Engineering	CannonDesign

Scope of Work

CannonDesign will provide the tasks and deliverables outlined in the following phases of work:

PHASE 1: *Programming and Conceptual Design*

CannonDesign will provide *Programming and Conceptual Design Services* for the project based on the above Project Understanding. During this Phase, CannonDesign will perform the following tasks:

- Visioning
 - Outline the objectives and timeframe for a Visioning workshop led by CannonDesign and participated in by the client's key project personnel
- Programming
 - Define validation of an Owner-provided program or the need for CannonDesign to develop a program.
 - Include an Owner project initiation workshop to review program requirements and establish a mutual understanding of the goals and objectives for the project.
- Meetings with and presentations to City of Riverside – a total of six (6) virtual meetings included.
- Provide block diagrams to demonstrate relationships and adjacencies of program spaces.
- Perform code analysis.
- Confirm project space program
- Prepare Conceptual, Architectural Design drawings to explain the program, proposed design, and anticipated schedule.
 - Renderings that include four elevations
 - One bird's eye view of the front elevation
 - Two views showing the main entrance of the library and an overall view of the shaded structure as it relates to other buildings
- Conduct a workshop with the City of Riverside to present concepts and select a preferred design to be developed as the Project's Schematic Design in Phase 2.
- Prepare and make final presentation to the City of Riverside to explain design and receive approval.

PHASE 2: *Schematic Design through Construction Administration:*

Schematic Design Phase

Based on the approved Conceptual Design, Program, Budget, and establishment of the Project Understanding, CannonDesign will provide Schematic Design services and documents.

During this phase the basic plans, appearance, form, and character of the project will be established as design solutions are developed. The CannonDesign team will proceed with the Schematic Design phase consistent with the approved space program and project goals.

- Meetings with user groups and committees – a total of four (4) virtual meetings included.
- Develop design concept
- Prepare Schematic Design Documents in accordance with Attachment A, Deliverables List
- Prepare engineering system narratives
- Provide statement of probable construction cost
- Submit and Present Schematic Design documents for City of Riverside approval.

Design Development Phase

Based upon the approved Schematic Design and any adjustments in the scope or quality of the Project or in the construction budget authorized by the City of Riverside, CannonDesign will provide Design Development tasks and documentation.

In this phase, drawings and other documents will be prepared in sufficient detail to describe the size and character of the project and architectural, interior design, structural, mechanical, and electrical systems.

- Meetings with and presentations to user groups and the City of Riverside's representatives – four (4) meetings included
- Develop project design components, including typical systems and construction standards, details, and finishes.
- Present colors, materials and finishes including outline specifications for proposed design elements and features
- Engineering interface with local utility company and public authorities
- Develop structural, mechanical, and electrical engineering concepts
- Update the statement of probable construction cost
- Present (or submit) Design Development documents for City of Riverside approval.

Construction Documents Phase

Based upon the approved Design Development documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the City of Riverside, construction documents will be prepared in sufficient detail to communicate the scope and intent of the Project for construction by qualified contractor(s). CannonDesign internal quality controls procedures will be followed, and final QA/QC review will occur in this phase.

- Three (3) Meetings with City of Riverside representatives are included
- Prepare construction documents for architectural and engineering aspects of the project
- Review the project documents with City of Riverside code officials – One (1) meeting with Code Officials is included.
- Update and finalize specifications including Division One and general project conditions
- Establish / confirm bidding procedures (see Project Delivery Method section below)
- Submit construction documents for City of Riverside (AHJ) approval.

Agency Review

During this phase CannonDesign will submit plans to the City of Riverside for plan review

- Incorporate plan review comments into Drawings and Specification
- Obtain Plan Approval

Bidding and Negotiation Phase

During this phase CannonDesign will assist City of Riverside in the identification, review, and analysis of the qualifications of contractors to bid on the project and on the responsiveness of contractor proposals to the project requirements.

- Provide clarification to the construction documents through issuance of addenda.
- Attend the pre-bid conference and provide appropriate information and advice to prospective bidders and contractors
- Review alternates and substitutions, proposed by the bidders, if the construction documents permit alternates and substitutions.
- Assist the City of Riverside in negotiations with bidders and contractors, if requested.

Construction Administration

CannonDesign will advise and consult with the City of Riverside during the Construction Phase and, upon selection of the contractor, provide administration services as set forth in the Agreement. The following activities constitute this phase:

- Meetings:
 - Attendance at Pre-construction conference
 - On-site project meetings, weekly for a total of 12-months
- On-site project observation
 - CannonDesign has estimated 16-hours per week for Construction Administration services. Should additional time be necessary, additional compensation may be requested.
- Review Contractor's Submittals
- Respond to properly prepared Requests for Information
- Issue supplemental drawings and bulletins
- Review Contractor's Payment Applications
- Issue Field Observation Reports
- Review Contractor Change Proposals
- Participate in one review for Substantial Completion
- Participate in one review for Final Completion
- Assist in review of Contractor's closeout submittals

Project Delivery Method

Design-Bid-Build

Schedule

CannonDesign proposes the following schedule for the design and construction phases of the project. The fees proposed are based on this schedule with a project start in third quarter 2020.

Phase	Duration
▪ Phase 1:	
○ Programming and Conceptual Design	10-weeks
▪ Phase 2:	
○ Schematic Design	8-weeks
○ Design Development Phase	10-weeks
○ Construction Documents Phase	12-weeks
○ Agency Review	16-weeks
○ Bidding	8-weeks
○ Construction Administration	52-weeks

Owner Responsibilities

The City of Riverside will provide the following services and information that CannonDesign may rely upon in performing its services under the Agreement:

- The City of Riverside will appoint a representative to acts on its behalf with respect to the project, and to provide written direction to CannonDesign
- The City of Riverside will render timely decisions in writing when so requested by CannonDesign on matters pertaining to the progress of the work. The City of Riverside's authorized representative will review, provide comments, and provide written approval of milestone submittals provided by CannonDesign at each phase.
- The City of Riverside will furnish data, drawings, program, and other information as required for CannonDesign to perform its services, including, but not limited to Site Survey (boundary, topographic and utility), Geotechnical Report, Hazardous Materials Survey, Tree Survey, and a written Program which sets forth the space requirements for the project.
- The City of Riverside will establish a periodically update a budget for the project including the construction cost, the Owner's other costs, and reasonable contingencies related to all of these costs
- The City of Riverside will furnish tests, inspections and reports required by law or the contract documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- The City of Riverside will furnish its own legal, Insurance and accounting services, including auditing services, that may be reasonably necessary for the Project to meet the Owner's needs and interests.
- The City of Riverside will furnish the services of consultants reasonably required for the project other than those designated in this proposal or will authorize CannonDesign to furnish them as an additional service.

EXHIBIT "B"
COMPENSATION

Compensation

PHASE 1: Programming and Conceptual Design:

Cannon Design proposes compensation for the **PHASE 1 – Programming and Conceptual Design** scope of professional Architectural and Cost Estimating services outlined herein, for a total lump sum fee in the amount of **Ninety-four thousand five hundred Dollars (\$94,500)**, inclusive of sub-consultant costs, but exclusive of the allowance for reimbursable expenses. The fee will be billed monthly based on the percent completion of the work.

PHASE 2: Schematic Design through Construction Administration:

Cannon Design proposes compensation for the **PHASE 2 – Basic Scope** of professional Architectural/Engineering services outlined herein, for a total lump sum fee in the amount of **One-million, two-hundred thousand Dollars (\$1,200,000) or 10-Percent** of the Construction Cost currently anticipated to be \$12,000,000. The Fee is inclusive of sub-consultant costs, but exclusive of reimbursable expenses. The fee will be billed monthly based on the percent completion of the work.

The proposed fee is broken down per phase as follows:

Project Phase	Architectural / Engineering Fees
Schematic Design	\$ 204,000
Design Development	\$ 300,000
Contract Documents	\$ 360,000
Agency Review	\$ 36,000
Bidding & Negotiations	\$ 24,000
Construction Administration	\$ 276,000
Total Fee	\$ 1,200,000

It is understood that the City of Riverside and CannonDesign will review the percentage of Construction Cost for the AE Fee at the Beginning of Phase 2 to mutually agree on any adjustments to Fee or Percentage in alignment with the Scope of Work and Project Schedule.

Reimbursable expenses are in addition to the professional fee and include costs incurred by CannonDesign in the interest of the project. They include expense reproduction; plotting; postage; long distance telephone and fax charges; model materials and supplies; renderings; cost of special mockups; and custom samples as applicable. Expenses will be invoiced at cost plus ten percent (10%).

CannonDesign's billing rates, applicable to additional services are stated in Attachment A: Hourly Rate Schedule.

Attachment A: 2020 HOURLY RATE SCHEDULE

Category	Rate
Principal	\$275.00
Senior Vice President	\$250.00
Vice President	\$230.00
Associate Vice President	\$210.00
Professional IV	\$190.00
Professional III	\$160.00
Professional II	\$145.00
Professional I	\$110.00
Administrative Support	\$ 70.00

EXHIBIT "C"

KEY PERSONNEL

EXHIBIT "C"

KEY PERSONNEL

Principal-in-Charge:	Brandon Dekker
Project Director:	Matthew Greiner
Senior Project Designer:	Michael Hoffman
Senior Project Architect:	Kian Farr


**UNANIMOUS WRITTEN CONSENT
OF
THE DIRECTORS
OF
CANNON/PARKIN, INC.**

The undersigned, being all of the members of the board of directors of Cannon/Parkin, Inc., a California corporation (the "Corporation"), hereby adopt and consent to the adoption of the following resolutions:

RESOLVED, That Brandon Dekker be and he is hereby confirmed as having all right, authority, and authorization to enter into and to execute contracts with the City of Riverside, and all associated documents on behalf of the Corporation

RESOLVED, that the officers of the Corporation be and they hereby are authorized, directed and empowered to execute, issue and deliver for and on behalf of the Corporation such documents as may be necessary, proper, or advisable to effect the purposes of the preceding Resolution, said documents to be in such form as any such officer may approve, the execution and delivery thereof by them to be conclusive evidence of such approval.

IN WITNESS WHEREOF, the undersigned have executed this Consent as of October 29, 2020.



Bradley Lukanic, Director

Kevin Sticht, Director

Michael J. Smith, Director

Carlos Amato, Director

Timothy Rommel, Director

David Hunt, Director

**UNANIMOUS WRITTEN CONSENT
OF
THE DIRECTORS
OF
CANNON/PARKIN, INC.**

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IN WITNESS WHEREOF, the undersigned have executed this Consent as of October 29, 2020.

Bradley Lukanic, Director



Kevin Sticht, Director

Michael J. Smith, Director

Carlos Amato, Director

Timothy Rommel, Director

David Hunt, Director

UNANIMOUS WRITTEN CONSENT
OF
THE DIRECTORS
OF
CANNON/PARKIN, INC.

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RESOLVED, that the officers of the Corporation be and they hereby are authorized, directed and empowered to execute, issue and deliver for and on behalf of the Corporation such documents as may be necessary, proper, or advisable to effect the purposes of the preceding Resolution, said documents to be in such form as any such officer may approve, the execution and delivery thereof by them to be conclusive evidence of such approval.

IN WITNESS WHEREOF, the undersigned have executed this Consent as of October 29, 2020.

Bradley Lukanic, Director

Kevin Sticht, Director

Michael Smith

Michael J. Smith, Director

Carlos Amato, Director

Timothy Rommel, Director

David Hunt, Director

UNANIMOUS WRITTEN CONSENT
OF
THE DIRECTORS
OF
CANNON/PARKIN, INC.

The undersigned, being all of the members of the board of directors of Cannon/Parkin, Inc., a California corporation (the "Corporation"), hereby adopt and consent to the adoption of the following resolutions:

RESOLVED, That Brandon Dekker be and he is hereby confirmed as having all right, authority, and authorization to enter into and to execute contracts with the City of Riverside, and all associated documents on behalf of the Corporation


RESOLVED, that the officers of the Corporation be and they hereby are authorized, directed and empowered to execute, issue and deliver for and on behalf of the Corporation such documents as may be necessary, proper, or advisable to effect the purposes of the preceding Resolution, said documents to be in such form as any such officer may approve, the execution and delivery thereof by them to be conclusive evidence of such approval.

IN WITNESS WHEREOF, the undersigned have executed this Consent as of October 29, 2020.

Bradley Lukanic, Director

Kevin Sticht, Director

Michael J. Smith, Director



Carlos Amato, Director

Timothy Rommel, Director

David Hunt, Director

UNANIMOUS WRITTEN CONSENT
OF
THE DIRECTORS
OF
CANNON/PARKIN, INC.

The undersigned, being all of the members of the board of directors of Cannon/Parkin, Inc., a California corporation (the "Corporation"), hereby adopt and consent to the adoption of the following resolutions:

RESOLVED, that J. Brandon Dekker is authorized to execute and sign contracts and associated documentation on behalf of the Corporation.

RESOLVED, that the officers of the Corporation be and they hereby are authorized, directed and empowered to execute, issue and deliver for and on behalf of the Corporation such documents as may be necessary, proper, or advisable to effect the purposes of the preceding Resolution, said documents to be in such form as any such officer may approve, the execution and delivery thereof by them to be conclusive evidence of such approval.

IN WITNESS WHEREOF, the undersigned have executed this Consent as of October 27, 2020.

Bradley Lukanic, Director

Kevin Sticht, Director

Michael J. Smith, Director

Carlos Amato, Director

T. Rommel

Timothy Rommel, Director

David Hunt, Director

UNANIMOUS WRITTEN CONSENT
OF
THE DIRECTORS
OF
CANNON/PARKIN, INC.

The undersigned, being all of the members of the board of directors of Cannon/Parkin, Inc., a California corporation (the "Corporation"), hereby adopt and consent to the adoption of the following resolutions:

RESOLVED, That Brandon Dekker be and he is hereby confirmed as having all right, authority, and authorization to enter into and to execute contracts with the City of Riverside, and all associated documents on behalf of the Corporation

RESOLVED, that the officers of the Corporation be and they hereby are authorized, directed and empowered to execute, issue and deliver for and on behalf of the Corporation such documents as may be necessary, proper, or advisable to effect the purposes of the preceding Resolution, said documents to be in such form as any such officer may approve, the execution and delivery thereof by them to be conclusive evidence of such approval.

IN WITNESS WHEREOF, the undersigned have executed this Consent as of October 29, 2020.


Bradley Lukanic, Director

Kevin Sticht, Director

Michael J. Smith, Director

Carlos Amato, Director

Timothy Rommel, Director



David Hunt, Director