### PROFESSIONAL CONSULTANT SERVICES AGREEMENT

### JOHNSON FAVARO

### [Architectural and Engineering Design Services for the Main Library]

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and JOHNSON FAVARO, a California professional partnership ("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 and engineering design services for the Main Library ("Project").

2. **Term**. This Agreement shall be effective on the date first written above and shall remain in effect until March 30, 2021, 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 Twenty-Five Thousand Dollars (\$1,725,000), 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:

<u>To City</u>

General Services City of Riverside Attn: Jorge L. Villanueva 8095 Lincoln Avenue Riverside, CA 92504 To Consultant

Johnson Favaro Attn: Jim Favaro 5898 Blackwelder Street Culver City, CA 90232 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 <u>www.dir.ca.gov/dlsr/DPreWageDetermination.htm</u> 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. 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.

Defense Obligation For Other Than Design Professional Liability. 11.4 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 a court of competent jurisdiction in the 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, 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 a California corporation

By:

City Manager

JOHNSON FAVARO, a California professional partnership

By

Jim Favaro

[Printed Name]

Principal

Attest:\_

City Clerk

Certified as to Availability of Funds:

By:\_

Finance Director

Approved as to Form:

Chief Assistant City Attorney

17-0529 KJS 04/05/17

[Title] By: Steve Johnson [Printed Name] Principal [Title]

### EXHIBIT "A"

### **SCOPE OF SERVICES**

### Exhibit "A"

### **SCOPE OF SERVICES**

The architectural design/consulting firm (Consultant) shall provide comprehensive architectural design and consulting services for the completion of an approximately 45,000 square-foot multi-level Main Library facility. The Consultant shall be responsible for all sub-consultant design and engineering firms as required to include, but not be limited to, site improvements, library programming, interior design, furniture, fixtures and equipment (FF&E), general and specialty lighting, sound attenuation and acoustics, structural, electrical and mechanical systems, communication, security and computer systems, civil engineering design, sound systems, hardscaping and landscaping, signage and graphics, and any other specialty consultants as needed to provide a complete design for the Project. The new Library site is identified on the attached Site Plan generally located between Mission Inn and University Avenues, Riverside, California (Refer to Exhibit "A3" – Site Map). Under this agreement, the selected Consultant shall provide, but not be limited to, the following consulting services:

- PRE-DESIGN
  - 1. Review and become completely knowledgeable of the existing site conditions, laws, regulations, codes, standards, site surrounds, utility services, lighting, access, parking, relevant documents (e.g.: Geotechnical Report, Surveying Report, Environmental Site Assessments, and so forth) and other project requirements for the completion of a Library.
  - 2. Meet and confer with the City's Utilities, Building and Safety, Planning, Historic Preservation, Information Technology, Engineering, and other City Departments to obtain feedback on City requirements for this type of project.
  - 3. Complete a master planning analysis to include site and building planning and orientation.
  - 4. Meet with City staff, Library Board of Trustees, and other stakeholders to discuss the program requirements, expectations, aspirations, needs and desires for the new Library.
  - 5. Develop a concept that will deliver iconic, unique, mesmerizing, functional, energy efficient, sustainable, low maintenance, user-friendly, and pedestrian oriented state-of-the-art facility supported by the following parameters:
    - a. Focus on cutting-edge technology and digital learning
    - b. Designed for an urban setting with its main entrance fronting Mission Inn Avenue;
    - c. User-centered layout with intuitive way-finding;
    - d. Strong ties to the community through programs, staffing, partnerships, development, and creative learning activities for citizens of all ages;
    - e. Welcoming design that promotes access, usage and opportunity;
    - f. Focus on collaborative, flexible space for traditional services that may easily be adapted for future services;
    - g. Exterior spaces that support Library activities and usages; and
    - h. Emphasis on interior and exterior connectivity and the use of natural lighting.
  - 6. Develop program requirements report and room data sheets based on end-user and City staff input and functional analysis.
  - 7. Refine and modify the programmatic report after City staff feedback for the schematic design phase.

- 8. Attend end-user programming meetings, stakeholder sessions, public presentations, Council meetings, and other related design activities. The Consultant shall include forty (40) hours of meeting time for this stage of the Project.
- SCHEMATIC DESIGN
  - 1. Develop and present rough sketches, preliminary drawings, a simple overall scaled model, renderings of all four (4) elevations and computer renderings as necessary to assist stakeholders and City Council understand and provide input on the new design.
  - 2. Identify all program spaces and requirements on the conceptual plans, develop study drawings, spatial relationships, scale, and form for stake holders review and input.
  - 3. Attend end-user programming meetings, stakeholder sessions, public presentations, Council meetings, and other related design activities. For purposes of pricing, the Consultant shall include forty (40) hours of meeting time for the Schematic Design Phase of the Project. This includes presentations to Library Board of Trustees and City Council.
  - 4. Present at least two (2) concept design drawings with views showing all four (4) elevations of the library, a south and north bird's eye view and an overall site plan showing access, parking, landscaping and facility amenities. Note: Schematic Design documents shall be provided at full size (30" x 42"), half size (15" x 21") and 11" x 17" sheets unless otherwise directed. Also, electronic drawings (IT device) must be available for presentations.
  - 5. Refine and revise conceptual drawings after City staff input.
  - 6. Present a power point presentation of the schematic design to the Library Board of Trustees and City Council (Two 4-hour meetings, a total of 8 hours).
  - 7. Refine and revise schematic design after Library Board of Trustees and City Council input. Changes directed by Library Trustees, City Council or other City staff which are inconsistent with prior City direction shall be made by the Consultant and compensated as Additional Services. The scope of and compensation for such changes shall be mutually agreed upon by the Consultant and City before such changes are initiated.
  - 8. Complete a final power point presentation of the final schematic design to City Council to seek planning and development approval.
  - 9. Obtain final approval from City Council of the Schematic Design before continuing into the Design Development Phase.
- DESIGN DEVELOPMENT (DD)
  - 1. Examine and coordinate all design and program requirements with the project engineering team, services sub-consultants, utility companies, environmental agencies, and other public agencies.
  - 2. Ensure compliance with codes, regulations and policies through a complete design analysis.
  - 3. Confirm all design disciplines are well coordinated to avoid or keep construction change orders to a minimum.
  - 4. Assist the City Project Manager with the approval of environmental requirements under CEQA. Assume this project is subject to an Exemption Category.
  - 5. Develop a clear, detailed and coordinated design including, but not limited to, Demolition and Site Clearance, Storm Water Pollution Control, Grading, Architectural, Mechanical, Electrical, Plumbing, Fire Protection, Structural, Sound Attenuation, Communication Systems, Sound Systems, Utilities, Interior Design, Signage, Way Finding, FF&E, Access, Landscaping, Hardscape and other design requirements for a completely functional Library.

- 6. Identify and implement potential cost-saving opportunities including sustainability, green alternatives, energy efficiency, value engineering, selection of low maintenance materials and so forth. Develop documents and specifications to support third party commissioning of GOLD LEED certification by appropriate authorities.
- 7. Define in detail the library site plan, floor plans and exterior elevations.
- 8. Specify design elements such as material types, finishes and location of access, natural lighting, and other program ideas.
- 9. Confirm all aspects of the design are in adherence with the intent of the Library needs, project schedule and overall budget.
- 10. Develop the program requirements into a detailed room-by-room and spatial level while checking all design aspects are met.
- 11. Meet and confer with City staff to seek feedback on the design. Changes directed by City staff which are inconsistent with prior City direction shall be made by the Consultant and compensated as Additional Services. The scope of and compensation for such changes shall be mutually agreed upon by the Consultant and City before such changes are initiated.
- 12. Work closely with the City Project Manager in determining potential cost saving alternatives.
- 13. Provide renderings (11" X 17") illustrating how the Library will look when it is completed for City staff review and input.
- 14. Provide Design Development documents on full size (30" x 42"), half size (15" x 21") and 11" x 17" sheets unless otherwise directed.
- 15. Revised the draft drawings and develop a preliminary construction cost estimate and schedule to confirm the project is on track as planned.
- CONSTRUCTION DOCUMENTS (CDs)
  - 1. Provide detailed and complete architectural documents and project specifications for bidding purposes.
  - 2. Provide two (2) sets full size (30" x 42"), half size (15" x 21") and 11" x 17" hard copies at 50% CDs for City staff review and input. Changes directed by City staff which are inconsistent with prior City direction shall be made by the Consultant and compensated as Additional Services. The scope of and compensation for such changes shall be mutually agreed upon by the Consultant and City before such changes are initiated.
  - 3. Revise the 50% CDs and submit another two (2) set of documents at 90% CDs for City staff review and input. Changes directed by City staff which are inconsistent with prior City direction shall be made by the Consultant and compensated as Additional Services. The scope of and compensation for such changes shall be mutually agreed upon by the Consultant and City before such changes are initiated.
  - 4. Submit two (2) sets of 90% CDs for submittal to the Building and Safety Department for review and approval.
  - 5. Complete corrections on the 100% CDs as required by the various City Departments to obtain final approval of the CDs for bidding purposes.
  - 6. Provide a final construction cost estimate and project schedule to confirm the project is on target.
  - 7. Submit two (2) sets of approved 100% CDs and Specifications for City records and electronic copies on a CD along with a Flash Drive.

### • BIDDING

- 1. Assist in the submittal of the Bid Drawings (100% CDs) and Specifications to the City's Purchasing Department. Bids are advertised on the City Website.
- 2. Respond to all Requests for Information (RFIs) working with the City's Purchasing Department and the City Project Manager.
- 3. Assist the City Project Manager in reviewing and evaluating the bids and related documents for City Council contract award to the lowest responsive and responsible bidder.
- CONSTRUCTION ADMINISTRATION SUPPORT
  - 1. Participate in the Pre-construction meeting to kick off the project construction phase.
  - 2. Attend weekly meetings and take notes on the progress of the project and any construction issues for subsequent submittal to City Project Manager.
  - 3. Deliver timely design clarifications and modifications to keep the project on schedule and moving forward.
  - 4. Respond to all general contract submittals within 15 business days.
  - 5. Review all Change Orders working closely with the City Project Manager.
  - 6. Complete on-going project job walks on a weekly basis with the City Project Manager and Construction Company Representatives to identify issues, corrections and otherwise as necessary
  - 7. Complete construction inspections for the following phases:
    - a. Civil, Grading and Foundation Inspection
    - b. Structural Inspection,
    - c. HVAC systems Inspection,
    - d. Finish materials inspection, and
    - e. Hardscape and Landscaping Inspection.
  - 8. Create a project punch list and complete a final inspection of the entire facility for final approval and acceptance by the Consultant and City Project Manager.
  - 9. Issue a letter to the City indicating the project has been substantially completed pursuant to the Construction Contract, Drawings and Specifications.
- GENERAL DESIGN SERVICES
  - 1. Review, coordinate and ensure all discipline designs and drawings are well synchronized (e.g.: structural and architectural drawings, electrical and mechanical drawings, and so forth) with each other to minimize change orders, design changes and clarifications during the construction phase.
  - 2. Specify materials, products and FF&E that are readily available and can be purchased within a reasonable timeframe to meet schedule and budget constraints. The City prefers not to purchase products that have long lead-times and shipped from overseas, unless it is a last resort.
  - 3. Ensure the project complies with CEQA requirements (Exemption Category).
  - 4. The landscape design shall provide open spaces that are safe with low maintenance California native and drought tolerant plants, trees, irrigation, hardscape, and easy to maintain.
  - 5. Provide design elements that do not pose a potential detriment to the general public and the new facility:

- a. Prevent or minimize hide out spaces and potential damage by library users to the facility and its FF&E;
- b. Prevent or minimize graffiti and defacing of surfaces by library users to the facility and its FF&E; and
- c. Provide a design that discourages and/or prevents skate boarding, loitering, vandalism and other non-permitted City activities.

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# Work Plan and Billing Schedule for Riverside Main Library Architectural and Engineering Professional Services

| <b>Construction Start</b> | Public Bid and Award |          | Bid Documents | Permit Back Check | Building and Safety Review | 90 % Construction Documents |           | City Review and NTP | 50% Construction Documents | City Review and NTP |           | Design Development | City Review and NTP |           | Schematic Design | City Review and NTP |          | Pre-Design | <b>Planning and Design Start</b> | <b>Planning and Design</b> | Phase  |   |
|---------------------------|----------------------|----------|---------------|-------------------|----------------------------|-----------------------------|-----------|---------------------|----------------------------|---------------------|-----------|--------------------|---------------------|-----------|------------------|---------------------|----------|------------|----------------------------------|----------------------------|--|---|
| 11.01.18                  | 9.01.18              |          | 08.15.18      | 08.01.18          | 06.01.18                   | 04.01.18                    |           | 03,15,18            | 01.15.18                   | 01.01.18            |           | 10.15.17           | 10.01.17            |           | 08.01.17         | 07.15.17            |          | 05.17.17   | 05.17.17                         |                            | Start  |   |
|                           | 60                   |          | 15            | 15                | 60                         | 60                          |           | 15                  | 60                         | 15                  |           | 75                 | 15                  |           | 60               | 15                  |          | 60         |                                  |                            | Calendar Days                                    |   |
|                           | 11.01.18             |          | 9.01.18       | 08.15.18          | 08.01.18                   | 06.01.18                    |           | 4.01.18             | 3,15,18                    | 01.15.18            |           | 01.01.18           | 10.15.17            |           | 10.01.17         | 08.01.17            |          | 07.15.17   |                                  |                            | Einish   |   |
|                           | 10.15.18             | 9.15.18  | 08.15.18      | 07,15,18          | 06.15.18                   | 05.15.18                    | 04.15.18  | 03.15.18            | 02.15.18                   | 01.15.18            | 12.15.17  | 11.15.17           | 10.15.17            | 09.15.17  | 08.15.17         |                     | 07.15.17 | 06.15.17   |                                  |                            | Monthly Invoice. Monthly Invoice.<br>Date Amount |   |
| \$1,345,750               | \$20,313             | \$20,313 | \$20,313      | \$20,313          | \$110,850                  | \$110,850                   | \$110,850 | \$110,850           | \$110,850                  | \$105,938           | \$123,594 | \$123,594          | \$51,025            | \$127,563 | \$76,538         |                     | \$61,200 | \$40,800   |                                  |                            | Monthly Invoice.<br>Amount                       | 1 |
| 100.0%                    |                      |          |               |                   |                            |                             |           |                     |                            |                     |           |                    |                     |           |                  |                     | 60.0%    | 40.0%      |                                  |                            | PreDesign  |   |
| 100.0%                    |                      |          |               |                   |                            |                             |           |                     |                            |                     |           |                    | 20.0%               | 50.0%     | 30.0%            |                     |          |            |                                  |                            | <u>Schematic</u><br>Design                       |   |
| 100.0%                    |                      |          |               |                   |                            |                             |           |                     |                            | 30.0%               | 35.0%     | 35.0%              |                     |           |                  |                     |          |            |                                  |                            | <u>Design</u><br>Development                     |   |
| 100.0%                    |                      |          |               |                   | 20.0%                      | 20.0%                       | 20.0%     | 20.0%               | 20.0%                      |                     |           |                    |                     |           |                  |                     |          |            |                                  |                            | <u>Construction</u><br>Documents                 |   |
| <br>100.0%                |                      |          | 50.0%         | 50.0%             |                            |                             |           |                     |                            |                     |           |                    |                     |           |                  |                     |          |            |                                  |                            | Permit   |   |
| 100.0%                    | 50.0%                | 50.0%    |               |                   |                            |                             |           |                     |                            |                     |           |                    |                     |           |                  |                     |          |            |                                  |                            | Bid  |   |
|                           |                      |          |               |                   |                            |                             |           |                     |                            |                     |           |                    |                     |           |                  |                     |          |            |                                  |                            | Construc<br>Administr                            |   |

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Page 1 of 2

itruction. <u>Post Occupancy</u> iistration

### Exhibit "A1"

# Work Plan and Billing Schedule for Riverside Main Library Architectural and Engineering Professional Services

| Post Occupancy Finish   | Post Occupancy Month 2 | Post Occupancy Month 1 | Post Occupancy Start | Construction Month 18 | Construction Month 17 | Construction Month 16 | Construction Month 15 | Construction Month 14 | Construction Month 13 | Construction Month 12 | Construction Month 11 | Construction Month 10 | Construction Month 09 | Construction Month 08 | Construction Month 07 | Construction Month 06 | Construction Month 05 | Construction Month 04 | Construction Month 03 | Construction Month 02 | Construction Month 01 | <b>Construction Start</b> | <b>Construction Administration and Post Occupancy</b> | Phase                                    |
|---|------------------------|------------------------|----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|---------------------------|---|--|
| - 07.01.20  |                        |                        | 05.01.20             |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       | 11.01.18                  | 1 and Post O  | Start                                    |
| 1<br>1<br>1<br>1<br>1<br>1<br>1<br>1<br>1<br>1<br>1<br>1<br>1<br>1<br>1<br>1<br>1<br>1<br>1   |                        |                        |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                           | ocupancy  | <u> Calendar Days</u>                    |
| i<br>t  |                        |                        |                      |                       | •                     |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                           |   | Finish                                   |
|   | 09.01.20               | 08.01.20               |                      | 05.01.20              | 04.01.20              | 03.01.20              | 02.01.20              | 01.01.20              | 12.01.19              | 11.01.19              | 10.01.19              | 09.01.19              | 08.01.19              | 07.01.19              | 06.01.19              | 05.01.19              | 04.01.19              | 03.01.19              | 02.01.19              | 01.01.19              | 12.01.18              |                           |   | Monthly Invoice<br>Date                  |
| \$54.000  | \$27,000               | \$27,000               | \$325,250            | \$16,263              | \$16,263              | \$24,394              | \$16,263              | \$16,263              | \$16,263              | \$24,394              | \$16,263              | \$16,263              | \$16,263              | \$24,394              | \$16,263              | \$16,263              | \$16,263              | \$24,394              | \$16,263              | \$16,263              | \$16,263              |                           |   | <u>Monthy Invoice.</u><br><u>Arnount</u> |
| and the summaries of the second |                        |                        |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       | 0.0%                  |                           |   | PreDesign                                |
| 1<br>-<br>1   |                        |                        |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       | 0.0%                  |                           |   | <u>Schematic</u><br>Design               |
|   |                        |                        |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       | 0.0%                  |                           |   | <u>Development</u>                       |
| -   |                        |                        |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       | <u>.</u>              |                           |   | <u>Construction</u><br>Documents         |
| -   |                        |                        |                      |                       |                       |                       |                       |                       |                       |                       |                       | -                     |                       |                       |                       |                       |                       |                       |                       |                       |                       |                           |   | Permit                                   |
|   |                        |                        |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                           |   | Bid                                      |
|   |                        |                        | 100.0%               | 5.0%                  | 5.0%                  | 7.5%                  | 5.0%                  | 5.0%                  | 5.0%                  | 7.5%                  | 5.0%                  | 5.0%                  | 5.0%                  | 7.5%                  | 5.0%                  | 5.0%                  | 5.0%                  | 7.5%                  | 5.0%                  | 5.0%                  | 5.0%                  |                           |   | <u>Construction</u><br>Administration    |
| 100.0%  | 50.0%                  | 50.0%                  |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                           |   | Post Occupancy                           |

Page 2 of 2

### Exhibit "A2" - Hourly Rates

| Johnson Favaro - Architect<br>Partners<br>Senior Associate<br>Senior Staff 4<br>Senior Staff 3<br>Senior Staff 2<br>Senior Staff 1<br>Intermediate Staff 1<br>Tech/Admin Staff 1  | \$ 240.00<br>\$ 180.00<br>\$ 140.00<br>\$ 120.00<br>\$ 100.00<br>\$ 85.00<br>\$ 85.00<br>\$ 65.00   |
|---|---|
| MGAC - Cost Estimation<br>Director<br>Senior Cost Manager<br>Assistant cost Manager   | \$255.00 - \$315.00<br>\$180.00 - \$210.00<br>\$ 85.00 - \$120.00   |
| Linda Demmers - Library Consultant<br>Principal   | \$ 125.00   |
| Sherwood Design Engineers - Civil<br>Principal<br>Project Manager<br>Senior Engineer<br>Project Engineer<br>Design Engineer III/Designer III<br>Design Engineer II/Designer II<br>Design Engineer I/Designer I<br>CADD/GIS<br>Graphics<br>Project Assistant | \$205.00 - \$450.00<br>\$175.00 - \$190.00<br>\$190.00 - \$220.00<br>\$160.00 - \$175.00<br>\$160.00 - \$175.00<br>\$125.00 - \$135.00<br>\$135.00 - \$145.00<br>\$135.00 - \$145.00<br>\$100.00 - \$145.00 |
| Englekirk Sabol - Structural Engineering<br>Principal<br>Sr. Project Director<br>Project Director<br>Senior Designer<br>Senior Associate<br>Associate<br>Project Engineer<br>Design Engineer  | \$ 270.00<br>\$ 225.00<br>\$ 190.00<br>\$ 190.00<br>\$ 175.00<br>\$ 170.00<br>\$ 150.00<br>\$ 140.00  |

| Senior Drafter<br>Draftsperson<br>Technical Writer  | \$ 140.00<br>\$ 95.00<br>\$ 90.00  |
|---|--|
| Interface Engineering - MEP Engineers<br>Principal<br>Associate Principal<br>Associate/Sr. Engineer-Designer III<br>Sr. Engineer-Designer II<br>Sr. Engineer-Designer II<br>Engineer-Designer III<br>Designer II<br>Designer I<br>Revit Lead<br>Drafter-Revit<br>Administrative | \$ 280.00<br>\$ 230.00<br>\$ 210.00<br>\$ 180.00<br>\$ 155.00<br>\$ 145.00<br>\$ 125.00<br>\$ 120.00<br>\$ 110.00<br>\$ 105.00<br>\$ 80.00 |
| Lisa Matthiessen - Sustainability<br>Principal<br>Project Manager<br>Project Engineer<br>Administration/Project Support<br>Antonio Acoustics - Acoustics<br>Principal   | \$ 250.00<br>\$ 160.00<br>\$ 150.00<br>\$ 95.00<br>\$ 160.00   |
| tbd - Graphics & Signage  |  |
| Darkhorse Lightworks - Lighting<br>Principal<br>Senior Designer<br>Designer<br>Junior Designer<br>tbd - F, F & E Coordination   | \$ 190.00<br>\$ 175.00<br>\$ 150.00<br>\$ 125.00   |

| Roofing & Waterproofing Forensics - Waterproofing |           |
|---|-----------|
| Mark Vanderslice, RRC, Principal                  | \$ 260.00 |
| Butch Ward, Consultant                            | \$ 220.00 |

| Rick Snow, RRO, Consultant | \$ 220.0 | )() |
|----------------------------|----------|-----|
| Rodney Hendrix, Consultant | \$ 200.0 | )() |
| Robert Bellis, Consultant  | \$ 150.0 | )() |

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**MARKET** ST GROUND FLOOR BUILDING FOOTPRINT 23000 SF STRUCTURE TO BE REMOVED 3100 SF 0.98 **MISSION INN AV** UNIVERSITY AV 268'-0" **HAIRMOUNT BL** 5 X X Ĩ STRUCTURE TO BE REMOVED 15200 SF **RIVERSIDE MAIN LIBRARY SCOPE OF WORK SITE PLAN** オギキ R AREA OF SITE WORK 40000 SF \*\*\*\* 100 X \* \* \* Harris hentatat CHESTNUT ST

Exhibit "A3"

### EXHIBIT "B"

### COMPENSATION

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### Compensation Schedule for Riverside Main Library Architectural and Engineering Professional Services

|                       | Waterproofing                       |            | F,F & E Coordination |        | Lighting              |               | Graphics and Signs |              | Acoustics         |              | Sustainability  |        | AV/IT     |        | MEP, Security, Fire Protection Interface |              | Structural Engineering |        | Civil Engineering |        | Library Planning |             | Cost Planning |        | Architecture   |        | Discipline                            |
|-----------------------|-------------------------------------|------------|----------------------|--------|-----------------------|---------------|--------------------|--------------|-------------------|--------------|-----------------|--------|-----------|--------|--|--------------|------------------------|--------|-------------------|--------|------------------|-------------|---------------|--------|----------------|--------|---------------------------------------|
| A & E Services Total: | Roofing and Waterproofing Forensics |            | TBD                  |        | Dark Horse Lightworks |               | TBD                |              | Antonio Acoustics |              | Lisa Mathiessen |        | Interface |        | tion Interface                           |              | Englekirk Sabol        |        | Sherwood          |        | Linda Demmers    |             | MGAC          |        | Johnson Favaro |        | <u>-fim</u>                           |
| \$102,000             | \$0                                 | <u>800</u> | \$0                  | 0.0%   | So                    | 0.0X          | \$0                | <u>0.0%</u>  | \$0               | £0.0         | \$0             | 0.0%   | \$0       | 0.0%   | \$6,000                                  | 2.5%         | \$4,625                | 2.5%   | \$4,000           | 5.0%   | \$14,000         | 40.0%       | \$9,625       | 17.5%  | \$63,750       | Z.5%   | Predesign Sc                          |
| \$255.125             | \$750                               | 5.0%       | \$4,250              | 5.0%   | \$6,000               | 15.0%         | \$2,500            | 5.0%         | \$1,500           | 15.0%        | \$6,750         | 22.5%  | \$7,500   | 15.0%  | \$36,000                                 | 15.0%        | \$32,375               | 17.5%  | \$12,000          | 15.0%  | \$7,000          | 20.0%       | \$11,000      | 20.0%  | \$127,500      | 15.0%  | Schematic Design                      |
| \$353,125             | \$3,000                             | 20.0%      | \$17,000             | 20.0%  | \$8,000               | 20.0%         | \$12,500           | 25.0¥        | \$2,000           | 20.0%        | \$7,500         | 25.0%  | \$10,000  | 20.0%  | \$48,000                                 | 20.0%        | \$37,000               | 20.0%  | \$16,000          | 20.0%  | \$7,000          | 20.0%       | \$15,125      | 27.5%  | \$170,000      | 20.0%  | <u>Design</u><br>Development          |
| \$554,250             | \$6,000                             | 40.0%      | \$34,000             | 40.0%  | \$14,000              | 35.0 <b>%</b> | \$22,500           | <u>45.0%</u> | \$4,000           | <u>40.0%</u> | \$7,500         | 25.0¥  | \$17,500  | 35.0%  | \$84,000                                 | <u>35.0%</u> | \$60,125               | 32.5%  | \$26,000          | 32.5%  | \$4,375          | 12.5%       | \$19,250      | 35.0%  | \$255,000      | 30.0%  | <u>Construction</u><br>Documents      |
| \$40.625              | \$375                               | 2.5%       | \$2,125              | 2.5%   | \$1,000               | 2.5%          | \$1,250            | 2.5¥         | \$0               | 0.0%         | \$750           | 2.5%   | \$1,250   | 2.5%   | \$6,000                                  | 2.5%         | \$4,625                | 2.5%   | \$2,000           | 2.5%   | \$0              | <u>0.0%</u> | \$0           | 0.0%   | \$21,250       | 2.5%   | <u>Permit</u>                         |
| \$40,625              | \$375                               | 2.5%       | \$2,125              | 2.5%   | \$1,000               | 2.58          | \$1,250            | 2.5%         | \$0               | 0.0X         | \$750           | 2.5¥   | \$1,250   | 2.5%   | \$6,000                                  | 2.5%         | \$4,625                | 2.58   | \$2,000           | 2.5%   | \$0              | 0.0%        | \$0           | 0.05   | \$21,250       | 2.5%   | Bid                                   |
| \$325,250             | \$3,750                             | 25.0%      | \$12,750             | 15.0%  | \$8,000               | 20.0%         | \$10,000           | 20.0%        | \$2,000           | 20.0%        | \$6,000         | 20.0%  | \$10,000  | 20.0%  | \$48,000                                 | 20.0%        | \$37,000               | 20.0%  | \$16,000          | 20.0%  | \$1,750          | <u>5.08</u> | \$0           | 2.0%   | \$170,000      | 20.0%  | <u>Construction</u><br>Administration |
| \$54,000              | \$750                               | 5.0%       | \$12,750             | 15.0%  | \$2,000               | 5.0%          | \$0                | Q.QX         | \$500             | 5.0%         | \$750           | 2.5%   | \$2,500   | 5.0%   | \$6,000                                  | 2.5%         | \$4,625                | 2.5%   | \$2,000           | 2.5%   | \$875            | 2.5%        | \$0           | 0.0%   | \$21,250       | 2.5%   | Post Occupancy                        |
| \$1,725,000           | \$15,000                            | 100.0%     | \$85,000             | 100.0% | \$40,000              | X0'00T        | \$50,000           | 100.0%       | \$10,000          | 100.0%       | \$30,000        | 100.0% | \$50,000  | 100.0% | \$240,000                                | 100.0%       | \$185,000              | 100.0% | \$80,000          | 100.0% | \$35,000         | 100.0%      | \$55,000      | 100.0% | \$850,000      | 100.0% | Total                                 |

### EXHIBIT "C"

### **KEY PERSONNEL**

### Exhibit "C"

### **KEY PERSONNEL**

### JOHNSON FAVARO Architecture and Urban Design

### Jim Favaro

Principal Project Manager CA License #C32185 Master of Architecture 1978-1982 Harvard University, Graduate School of Design Bachelor of Science 1974-1978 Stanford University, Engineering School 29 years with Johnson Favaro

### Steve Johnson

Principal Project Architect CA License #C17181 Master of Architecture 1980-1983 Harvard University, Graduate School of Design Bachelor of Science, Architecture 1975-1979 University of Florida 29 years with Johnson Favaro

### **Brian Davis**

Associate Principal (Senior Associate) CA License #C34524 Master of Architecture 2001-2004 University of California, Los Angeles Bachelor of Architecture 1996-2000 University of Nebraska 13 years with Johnson Favaro

### Nick Martinez

Senior Associate CA License #C35093 Master of Architecture 2008-2010 Bachelor of Design 2004-2008 University of Southern California 2 years with Johnson Favaro

### **Kathy Williams**

Senior Associate Master of Architecture 2001-2004 Rice University Bachelor of Science in Architecture 1994-1998 University of Michigan 6 years with Johnson Favaro

### **Ingrid Dennert**

Senior Associate Master of Architecture 2005-2009 Harvard Graduate School of Design Bachelor of Fine Art 1995-1999 Mount Holyoke College 6 years with Johnson Favaro

### **Ryan Ekstrom**

Design Associate South California Institute of Architecture 2011-2014 Masters of Architecture University of Colorado, Boulder 2008-2011 Environmental Design Degree 3 years with Johnson Favaro

### MGAC

### **Cost Planning**

### **Rick Lloyd**

Director Bachelor of Science, Quantity Surveying Thames Polytechnic, London, UK

### LINDA DEMMERS

### Library Planning

### Linda Demmers

Principal Vassar College 1972 BA in English Literature Simmons College Graduate School of Library and Information Science 1973 M.L.S

### SHERWOOD DESIGN ENGINEERS Civil Engineering

### **Bry Sarte**

Principal Engineer Registered Professional Engineer, Civil Bachelor of Science, Civil & Environmental Engineer University of California, Berkeley Masters Research in Environmental Engineering University of Canterbury, New Zealand Bachelor of Arts in Fine Arts University of California, Santa Cruz 14 years with Sherwood Design Engineers Drew Norton Project Manager Bachelor of Science, Civil Engineering California State University, Sacramento 12 years with Sherwood Design Engineers

### ENGLEKIRK INSTITUTIONAL Structural Engineering

Thomas A. Sabol, PhD, PE, SE

Principal

California Polytechnic State University, San Luis Obispo, BS, Architectural Engineering, 1979 University of California, Los Angeles, MS, Civil: Structural and Earthquake Engineering, 1982 University of California, Los Angeles, Engineering, Civil: Structural and Earthquake Engineering, 1984 University of California, Los Angeles, Ph.D., Civil: Structural and Earthquake Engineering, 1985 Loyola Marymount University, MBA, Management, 1997

### Diana E. Nishi

Associate Principal California Polytechnic State University, San Luis Obispo, BS, Architectural Engineering, 1988 University of California, Los Angeles, MS, Civil: Earthquake Engineering, 1992

### INTERFACE ENGINEERING MEP, Security, Fire Protection, AV/IT

Eugene de Souza, P.E.

Principal Registered California Mechanical Engineer, #M34451 BTEC Higher National Diploma, Building Services Engineering (Refrigeration) Willesden College of Technology, UK

### **Rene Martinez**

Senior Mechanical Designer Construction Engineering Management California State University Long Beach Air Conditioning and Refrigeration Technology Los Angeles Trade Technical College

### Jason Lau

PE, LEED AP Professional Electrical Engineer, California License #E16806 Bachelor of Science, Electrical Engineering California Polytechnic State University, San Luis Obispo

### Elder Teo

Associate of Science Computer Aided Drafting and Design ITT Technical Institute, Torrance Electrical Engineering Certificate Los Angeles Trade Technical Institute Architectural Design and Drafting Certificate Long Beach City College

### **Nelson Diaz**

Plumbing Engineer Associate of Science Computer Aided Drafting Technology ITT Technical Institute, West Covina HVAC Design Certificate UCLA Extension, Westwood Plumbing System Design Certificate

### Jason Nguyen, CET

Sr. Technologies Designer Bachelor of Science, Information Technology Information Security and Networking George Mason University

Steve Gross, PE Energy Analyst Professional Registered Mechanical Engineer, California License #M36855 Master of Science in Mechanical Engineering Portland State University Bachelor of Science in Mechanical Engineering University of Tulsa

### LISA MATTHIESSEN Sustainability

### Lisa Matthiessen

Principal Masters of Architecture University of California at Los Angeles Bachelor of Arts Stanford University

### ANTONIO ACOUSTICS Acoustics

### Nick Antonio

Principal BSc (Hons) Applied Physics Liverpool Polytechnic John Moores University 1986

### DARKHORSE LIGHTWORKS Lighting Design

### Dawn Hollingsworth

Principal Master of Business Administration Pepperdine University BFA in Drama, Design, and Technical Production University of Oklahoma

### ROOFING AND WATERPROOFING FORENSICS Waterproofing

### Mark Vanderslice

Principal Bachelor of Science, Biological Sciences Minor of Chemistry & Physics University of Arizona, 1973 29 years with RWFI

### **Rodney Hendrix**

Consultant Associates Degree Liberal Arts with Emphasis in Communications Mira Costa College, 2006 Bachelor of Science, Construction Management California State University, Chico, 2009 6 years with RWFI