

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

PAGE & TURNBULL, INC.

[Architectural Design Services]

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2017 ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation, and PAGE & TURNBULL, INC., a California corporation ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with Cheech Marin Center for Chicano Art located at 3581 Mission Inn Avenue ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until October 30, 2018, 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 Hundred Thousand Dollars (\$100,000), 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:

To City

General Services Department
City of Riverside
Attn: Carl Carey, Director
8095 Lincoln Avenue
Riverside, CA 92504

To Consultant

Page & Turnbull, Inc.
Attn: John Lesak, Principal-in-Charge
417 South Hill Street, Suite 211
Los Angeles, CA 90013

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 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

PAGE & TURNBULL, INC.,
a California corporation

By: _____
City Manager

By: _____
John Lesak

[Printed Name]
Principal

[Title]

Attest: _____
City Clerk

Certified as to Availability of Funds:

By: _____

By: _____
Chief Financial Officer

[Printed Name]

[Title]

Approved as to Form:

By: _____
Chief Assistant City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT A PHASE I SCOPE OF SERVICES

The Riverside Main Library is currently located at 3581 Mission Inn Avenue in Riverside and serves as the cultural, historic, and social center of Riverside as well as Inland Southern California. The Library will be moving to a new site and the existing Main Library will be adaptively reused for The Cheech Marin Center for Chicano Art, Culture, and Industry. The reuse will require the rehabilitation of the building interior to accommodate galleries, a café, administrative offices, classrooms, artists in residence and a store.

This Scope of Services is for the Phase I Schematic and Programming Design Services in response to the Request for Proposal issued on June 30, 2017. In general, our services include a survey of existing conditions and a historic resource assessment that will inform both the schematic design, as well as future Phase II work. Phase I services also include a visioning workshop with select stakeholders and a community meeting that will be used to develop a preliminary program and visitor experience plan. An analysis of code parameters and performance requirements will be used to develop the basis of design and schematic drawings. Our deliverables will include a basis of design narrative, visitor experience plan, a rendering of the entrance, schematic floor plans, sections, and elevations, a cost estimate and "turnkey" schedule.

Page & Turnbull's Phase I Schematic and Programming Design Services include the following tasks and subtasks:

TASK 1 PROJECT STARTUP (1 WEEK)

The intent of Task 1 is to initiate the project by gathering and distributing relevant information to the team, finalizing contracts and schedules, and hold a kick-off meeting. This Task includes the following:

- 1.1 Complete contract/subcontracts.
- 1.2 Refine project schedule based on Client input. Project Schedule will include meeting dates and milestones.
- 1.3 Create project team file transfer website. Website will allow team members to share photographs, existing drawings, technical reports, and Revit files.
- 1.4 Identify key contacts and client working group. Prepare project directory
- 1.5 Identify users, leaders, and stakeholders to invite to the Visioning and Programming / Design Workshops.
- 1.6 Identify and confirm creative advisors.

Task 1: Project Kickoff and Information Gathering (4-6 weeks concurrent with Task 3)

- 1.7 Collect available documents (drawings, technical reports, studies, etc.) from Client and post to website.
- 1.8 Hold kickoff meeting to review Phase 1 scope of services, schedule, communication protocol, graphic protocols for architecture deliverables, and site access requirements/restrictions.

Deliverables:

Upon completion of Task 1, Page & Turnbull will provide:

- Project schedule
- Project directory
- Project Team website
- Kickoff meeting agenda and minutes

TASK 2: DATA COLLECTIONS (4-6 WEEKS CONCURRENT WITH TASK 3)

Task 2 consists of the following subtasks:

- 2.1 Review documents provided by Client. Client to provide all digital files and background information to the Project Team. Project Team will review and assemble relevant documents to inform future tasks and identity any additional information required to complete Phase I.
- 2.2 Prepare "baseline" Building Information Model (BIM) in Revit using existing drawings
- 2.3 Prepare a conditions assessment of the existing Library building.
 - Visit the site and visually inspect the building to evaluate disabled access; fire and life safety systems (including egress); building envelope; vertical circulation (elevators); and structural, mechanical, electrical, and plumbing systems. Document via hand-written field notes and digital photographs. We will need unrestricted access to the building and site.
 - Identify additional evaluation to be performed later (Phase 2)
 - Prepare site visit observation report to record observations and initial impressions
 - Update baseline Revit model
- 2.3 Collect information regarding Cheech Marin's art collection.
 - Review existing catalog and ascertain number, types, sizes of pieces, and estimate future acquisition needs

- Visit collection in exhibit, on display, or in storage. Document via hand-written field notes and digital photographs.
- 2.4 Prepare historic resource assessment focusing upon historically significant spaces and character-defining features (i.e. the spaces and features to be preserved and incorporated into the art center).
- 2.5 Host meeting/teleconference with Client to review the results of the data collection efforts.

Deliverables

Upon completion of Task 2, we will provide:

- Baseline Revit model
- Condition assessment observation report that includes a summary of existing:
 - Accessibility and Circulation
 - Exterior and interior architectural elements such as the building envelope and primary interior features
 - Mechanical, Electrical, and Plumbing systems
 - Fire and Life Safety systems
 - Egress
 - Identification of architectural constraints
 - List of issues requiring further study
- Tier 1 evaluation of the building using *ASCE 41-13 Seismic Evaluation and Retrofit of Existing Buildings*
- Historic resource assessment that identifies historic features and spaces.

TASK 3: VISIONING AND PROGRAMMING, 1.5 TO 2 WEEKS (0.5 TO 1.0 WEEK WITH TASK 2)

Task 3 consists of the following subtasks:

- 3.1 Host meeting/teleconference with Client
 - Review design study provided in RFP
 - Review existing mission/vision of the Cheech Marin Center for Chicano Art, Culture and Industry
 - Review existing Center programming aspirations & benchmark institutions
 - Identify workshop goals and objectives
 - Decide format and timeframe for workshop
- 3.2 Lead Visioning and Programming Workshop
 - Coordinate time, place, and invitations with Client
 - Prepare background materials

- Hold workshop to craft project vision and objectives and collect feedback regarding programmatic needs and wants
 - Record workshop results
- 3.3 Lead informal engagement with Creative Advisors
- Connect with Creative Advisors (individually, in small groups, in-person or via phone)
 - Summarize Creative Advisor inputs
 - If not in attendance, share summaries with Client Project Team
- 3.4 Public Meeting to collect community input regarding the Art Center.
- Host teleconference to plan meeting: time, place, noticing/invitations, content, and format.
 - Prepare background materials.
 - Hold meeting and collect community input.
 - Record meeting results.
- 3.4 Prepare project vision and objectives statement. The project vision will include a Visitor Experience Plan that describes how the design promotes the development of exhibitions and programs and creates a vibrant and participatory visitor experience.
- 3.4 Prepare preliminary program with recommended areas, system and furnishing requirements, and adjacencies.
- Public Meeting to collect community input regarding the Art Center.
 - Host teleconference to plan meeting: time, place, noticing/invitations, content, and format.
 - Prepare background materials.
 - Hold meeting and collect community input.
 - Record meeting results.

Deliverables

Upon completion of Task 3, we will provide:

- Teleconference agendas and meeting notes
- Workshop preparatory materials and summary
- Summary of meeting with Creative Advisors
- Public Meeting preparatory materials and summary
- Draft vision and objectives statement. Statement will incorporate a Visitor Experience Plan.
- Preliminary Program

TABLE 4.1: TASK 4: TURNKEY SCHEDULE RENEWAL TASK

Task 4 consists of the following subtasks:

- 4.1 Define Code Parameters
 - Identify applicable Raincross District requirements of the Riverside Downtown Specific Plan
 - Identify code strategy – applying Existing Building Code versus Historical Building Code versus the regular Building Code – Confirm with Building Official.
 - Identify potential mandatory code upgrades related to disabled access; fire and life safety; building envelope; vertical circulation (elevators) and structural, mechanical, electrical, and plumbing systems
- 4.2 Define Performance Requirements
 - Identify “museum quality” targets for temperature, humidity, lighting, noise, and adequacy of spatial qualities for display galleries, classrooms, storage, and studios.
 - Identify any sustainability/green building targets.
 - Identify any voluntary upgrades beyond code mandates, such as enhanced seismic performance or improved accessibility.
 - Identify requirements for classrooms and any “hands on” activities.
- 4.3 Prepare Basis of Design report, which overlays the conditions assessment and draft program with code requirements and performance targets and provides recommendations for the project scope and alternatives.
- 4.4 Prepare initial cost analysis and draft cost analysis. Identify alternates and contingency amounts.
- 4.5 Prepare initial full project schedule (design, permitting, bidding, construction, and occupancy) and draft cost analysis. Identify areas of potential acceleration/delay and time contingencies.

Deliverables

Upon completion of Task 4, we will provide:

- Basis of Design report
- Initial draft and updated draft cost estimate
- Initial draft and updated draft “turnkey” schedule

Task 5: Design Alternatives and Recommendations

Task 5: Design Alternatives and Recommendations

Task 5 consists of the following subtasks:

- 5.1 Concept Design
- 5.2 Client Meeting to review Basis of Design and discuss design concepts
 - Review Basis of Design requirements, alternatives, and recommendations.
 - Review feedback from Workshop and Creative Advisor discussions
 - Review design concepts.
 - Decide format and timeframe for workshop
- 5.3 Preliminary Design
 - Generate up to three alternatives schemes for initial pricing and review
 - Prepare plans, elevations, and perspective drawings at 'sketch' level of detail as required to illustrate schemes
 - Obtain initial pricing and scheduling for alternatives
- 5.4 Design Workshop – Review preliminary design alternatives and select one to develop for final presentation.
 - Coordinate time, place, and invitations with Client.
 - Prepare background materials (preliminary design materials)
 - Hold workshop; present design alternatives, costs, pros and cons of each scheme, collect feedback; and narrow to one design direction to develop for final presentation
 - Record workshop results
- 5.5 Schematic Design
 - Refine design based upon workshop feedback
 - Prepare Basis of Design summary
 - Update cost and schedule drafts
- 5.6 Draft Schematic Design package
 - Prepare draft project summary narrative, including costs and schedule
 - Prepare draft floor plans and room schedule with uses, areas, and special requirements
 - Prepare draft Visitor Experience Plan
 - Prepare draft bird's eye view of front building elevation with new signage
 - Prepare draft 3-dimensional drawings to illustrate proposed project

Deliverables

Upon completion of Task 5, we will provide:

- Meeting agenda and minutes

TASK 5: SCHEMATIC DESIGN PACKAGE PREPARATION (WEEKS 1-2)

- Workshop preparatory materials (preliminary design materials) and summary
- Draft Schematic Design package described above

TASK 6: PUBLIC PRESENTATION (WEEKS 3-4)

- 6.1 Client meeting/teleconference to review draft Schematic Design package
 - Review draft Schematic Design materials.
 - Plan public presentation: time, place, noticing/invitations, content, and format
- 6.2 Public Presentation of Schematic Design package
 - Update Schematic Design materials and integrate into presentation
 - Hold public presentation and collect community input.
 - Record meeting results.
- 6.3 Finalize Schematic Design Package
 - Finalize cost estimate and schedule.
 - Update Basis of Design (as required)
 - Finalize project summary narrative, including costs and schedule.
 - Finalize schematic plans and room schedule with uses, areas, and special requirements
 - Finalize Visitor Experience Plan
 - Finalize bird's eye view of front building elevation with new signage
 - Finalize 3-dimensional drawings to illustrate proposed project and use with fundraising
- 6.4 Attend and present proposed project at City Council meetings, if requested

DELIVERABLES

Upon completion of Task 6, we will provide:

- Upon completion of Task 5, we will provide.
- Teleconference agendas and meeting notes
- Public Presentation preparatory materials (updated Schematic Design package) and summary
- Final Schematic Design package described above

TASK 7: PROJECT MANAGEMENT

PM.1 Weekly, hold project team coordination call

PM.2 Every two weeks, provide:

- Project progress update email / phone call to Client's project manager
- Project schedule update (as required)
- Project directory update (as required)

PM.3 Monthly, present invoice based upon percent complete

ASSUMPTIONS AND EXCLUSIONS OF SERVICES

The following assumptions and exclusions apply to the included in the scope of services

- Site and landscaping work is minimal.
- A site survey would be provided by the client.
- Any structural upgrade would be minimal and voluntary in nature.
- Entitlements consulting would be limited.
- The Cheech Marin Chicano Art Collection includes over 700 pieces and is expanding. Galleries will be designed to accommodate rotating pieces of art, not permanent exhibits. Our scope of services assumes that at any given time, select art pieces will be on display while others are in storage. Art pieces will be rotated from being stored to being on display (and vice versa) to accommodate spatial limitations, museum themes, and artwork requirements such as restoration and cataloging. Design of specific exhibits, temporary or permanent, is excluded.
- The following are not included:
 - Hazardous materials identification, abatement design, and abatement.
 - Soils/Geotechnical engineering services.
 - Elevator assessment/repair
 - Extensive appearances on behalf of the project at public hearings.
 - Permitting fees.
 - Measured drawings. We assume the Client's as-built drawings are sufficiently accurate for the study and substantial field measuring of the buildings will not be required.
 - Preparation of financial incentive applications.
 - Contractor assistance for inspection openings, sample removal, difficult access, temporary lighting, etc.
 - Services pertaining to street improvements and/or utility infrastructure.
 - Kitchen consultant services.
- The following scope of work is included in the contract:
 - Consultant may use the drawings and architectural documents pertaining to this project for purposes of marketing, contract procurement and to demonstrate their experience.
 - The City may retain Consultant to provide Phase 2 turnkey architectural services. Architectural fees shall not exceed 8.75 percent of the projected construction cost.

EXHIBIT "B"
COMPENSATION

EXHIBIT B - COMPENSATION

PROFESSIONAL FEES

Compensation for the Scope of Services described in Exhibit A, will be billed on a percent complete basis with a not-to-exceed budget of \$100,000.00.

Fees are to be distributed amongst our design team as follows:

Page & Turnbull (Architect of Record/Reuse Architect)	\$32,500.00
why Architects (Museum Architect)	\$35,000.00
Design West (Mechanical, Electrical, Plumbing Engineers)	\$12,500.00
Structural Focus (Structural Engineer)	\$10,000.00
Searock Stafford Construction Management (Cost Estimating)	<u>\$10,000.00</u>
Total	\$100,000.00

REIMBURSABLE EXPENSES

Reimbursable expenses are included in the fees above

HOURLY RATES

Page & Turnbull

John D. Lesak, Principal / Architect	\$220.00 per hour
Jay Turnbull, Emeritous Principal	\$275.00 per hour
Elisa Skaggs, Project Manager	\$145.00 per hour
Lindsey Miller, Associate / Architect	\$120.00 per hour
Designer	\$95.00 per hour

why

Kulapat Yanrasast, Creative Director	\$325.00 per hour
Gregory Fisher, Design Director	\$265.00 per hour
Mark Thomann, Design Director	\$265.00 per hour
James Richards, Senior Associate	\$235.00 per hour
Designer I	\$185.00 per hour

Exhibit 1 - Hourly Rates for Design West Services

Designer II	\$155.00 per hour
Designer III	\$125.00 per hour
Intern / Administrator	\$95.00 per hour

Structural Services

Managing Principal.....	\$210.00 per hour
Principal (Project Manager).....	\$200.00 per hour
Associate	\$190.00 per hour
Project Engineer.....	\$155.00 per hour
Design Engineer.....	\$140.00 per hour
Structural Designer	\$120.00 per hour
CAD Specialist	\$80.00 per hour
Intern Designer	\$80.00 per hour
Administration / Clerical.....	\$40.00 per hour

Design West

Principal Engineer	\$180.00 per hour
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Mechanical & Plumbing Engineering

Senior Engineer, Mechanical/Plumbing	\$160.00 per hour
Mechanical/Plumbing Project Manager.....	\$125.00 per hour
Mechanical/Plumbing Designer.....	\$95.00 per hour
Mechanical Plumbing CAD Draftsperson.....	\$75.00 per hour

Electrical Engineering

Senior Engineer, Electrical	\$160.00 per hour
Electrical Project Manager	\$125.00 per hour
Electrical Designer	\$95.00 per hour
Electrical CAD Draftsperson	\$75.00 per hour

Commissioning Services

Appendix 1 - Estimated Hourly Rates for Construction Management Services

Director of Commissioning Services	\$160.00 per hour
Commissioning Agent	\$125.00 per hour
Commissioning Engineer	\$95.00 per hour

Energy Services

Director of Energy Services Engineering	\$160.00 per hour
Energy Services Engineer	\$125.00 per hour
Energy Services Designer.....	\$95.00 per hour

Fire Protection Engineering

Senior Engineer, Mechanical	\$160.00 per hour
Fire Protection Project Manager	\$125.00 per hour
Fire Protection Designer.....	\$95.00 per hour

Utility Coordination

Senior Engineer	\$160.00 per hour
Project Manager	\$125.00 per hour
Utility Coordinator.....	\$95.00 per hour
CAD Draftsperson	\$75.00 per hour

Low Voltage Engineering

Senior Engineer, Electrical	\$160.00 per hour
Low Voltage Project Manager	\$125.00 per hour
Low Voltage Designer	\$95.00 per hour

Clerical Support.....	\$60.00 per hour
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Senior Staffed Construction Management (SCM)

Principal	\$200.00 per hour
Sr. Project Manager	\$175.00 per hour

Project Manager	\$165.00 per hour
Assistant Project Manager	\$155.00 per hour
Project Engineer	\$135.00 per hour

1. What is the main purpose of the document?
 2. What are the key findings of the study?
 3. What are the implications of the findings?
 4. What are the limitations of the study?
 5. What are the conclusions of the study?
 6. What are the recommendations of the study?
 7. What are the future research directions?
 8. What are the acknowledgments?
 9. What are the references?
 10. What are the appendices?

HT Aghassian, Principal.....	\$260.00 per hour
Azusa Yabe, Sr. Associate...	\$185.00 per hour

Other staff may be assigned to the project as deemed necessary

EXHIBIT "C"

KEY PERSONNEL

Exhibit C List of Key Personnel

<u>NAME</u>	<u>TITLE/FIRM</u>	<u>PHONE</u>	<u>EMAIL</u>
John Lesak, AIA, FAPT	Principal-in-Charge <i>Page & Turnbull</i>	213.221.1203	lesak@page-turnbull.com
Elisa Skaggs, Assoc. AIA	Project Manager <i>Page & Turnbull</i>	415.593.3224	skaggs@page-turnbull.com
Lindsey Miller, AIA	Project Architect <i>Page & Turnbull</i>	213.221.1205	miller@page-turnbull.com
Kulapat Yantrasast	Creative Director <i>why</i>	310.839.5106	kulapat@why-site.com
Gregory Fischer	Design Director, LA <i>why</i>	310.839.5106	gregory@why-site.com