

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into **May 26, 2020**, between **the City of Riverside ("Owner")**, and **ARCLOGICA, INC.**, a California corporation, with a place of business at 1541 Parkway Loop, Suite G, Tustin CA 92780 ("Consultant"). **Owner** and **Consultant** are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

WHEREAS, Owner desires to utilize the services of the Consultant as an independent contractor to provide consulting services to Owner as set forth in Exhibit A including specialized architectural services to be performed in connection with **Architectural, Mechanical, Electrical, Plumbing and Structural Engineering services** for **Bridge Housing Remodel located at 2800 Hulen Place, Riverside, CA 92507** ("Project").

WHEREAS, Consultant represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its employees.

NOW, THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

1. Consultant's Services.

- A. Scope of Services. The nature of the scope of the specific services to be performed by Consultant are as described in **Exhibit A**.
- B. Time of Performance. Consultant shall develop a Work Plan jointly with the **Owner** upon receipt of the Notice to Proceed. The Work Plan shall set the Performance Schedule for the services as set forth in Exhibit A. The **Owner** reserves the right to delay or withhold the issuance of the Notice to Proceed.

- 2. Term of Agreement.** This Agreement shall be for a term of **twelve (12) months**, commencing on the issuance of the Notice to Proceed as issued by the Owner, (the "Commencement Date") and terminating **fifteen (15) months** after the Commencement Date, (the "Termination Date"), unless sooner terminated pursuant to the provisions of the Agreement. On or before (30) thirty days prior to the Termination Date, Consultant and **Owner** shall meet to discuss this Agreement and its possible extension and or modification. In the event Parties do not enter into a new agreement prior to the Termination Date, this Agreement shall continue on a month-to-month basis under the same terms for a period not to exceed three (3) months following the Termination Date, on a time and materials basis. If the Parties execute no new agreement by the end of the three-month period following the Termination Date, this agreement shall terminate at the end of such three-month period.

3. **Compensation and Payments.**

- A. Compensation. **Owner** agrees to compensate Consultant for services rendered in an amount not to exceed **ONE HUNDRED FIFTEEN THOUSAND THREE HUNDRED AND SEVEN DOLLARS (\$115,307)**. All services and deliverables within the scope of work as defined in the **Exhibit A**, shall be compensated on the following basis:
 - a. Consultant's Fee Proposal as listed in **Exhibit A**, including services of the Consultant's sub-consultants.
 - b. Reimbursable Expenses incurred by the Consultant will be deducted from the maximum contract amount.
 - c. The Consultant shall be compensated for additional services beyond the scope of services specified in **Exhibit A** which are requested and approved by the **Owner**, based on the hourly rates specified in **Exhibit A**. The Consultant shall be compensated for any additional reimbursable expenses incurred due to additional services.
- B. Payments. The Consultant shall submit to the **Owner** applications for payment for basic and additional services, and reimbursable expenses, if any, with reasonable supporting detail for **Owner's** approval at project milestones, as outlined in **Exhibit A**. Payment shall be made only after submission of proper milestone invoices. Each invoice shall include a breakdown of all milestone services performed. **Owner** shall endeavor to pay invoices bearing correct and authorized charges within 30 (thirty) days of the date received.
- C. Additional Services and Out of Pocket Expenses. If at the request of the **Owner** Consultant is required to provide additional services and or incur out of pocket expenses beyond the expenses associated with performance of this Agreement, Consultant shall be entitled to compensation for such services and or reimbursement of such expenses if approved in advance, in writing, by the **Owner**.

4. **General Terms and Conditions.** The General Terms and Conditions set forth in **Exhibit B**, are incorporated as part of this Agreement. In the event of any inconsistency between the General Terms and Conditions and any other exhibit to this Agreement, the General Terms and Conditions shall control unless it is clear from the context that both Parties intend the provisions of the other exhibits(s) to control.

5. Addresses.

City of Riverside

8095 Lincoln Avenue
Riverside, CA 92504
Attn: Robert Wise

Phone: 951.826.2429

E-mail: RWise@riversideca.gov

Consultant

Arclogica, Inc.
1541 Parkway Loop, Suite G
Tustin, CA 92780
Attn: Lindsey Engels, Architect

Phone: 714.308.4089

E-mail: lindsey@arclogica.com

6. **Exhibits.** All exhibits referred to in this Agreement are listed here and are incorporated and made part of this Agreement by this reference.

Exhibit A - (1) Scope of Services and (2) Compensation Schedule with Project Milestones (Five (5) pages).

Exhibit B - General Terms and Conditions (One (1) Pages).

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written below.

CLIENT(S)


By: _____ Date: _____

Name: _____ **Position:** _____

By: _____ Date: _____

Name: _____ **Position:** _____

**CONSULTANT
ARCLOGICA, INC.**

By:  Date: May 26th, 2020

Lindsey Engels, President, Licensed Architect, LEED AP BD+C

EXHIBIT A

SCOPE OF SERVICES AND COMPENSATION SCHEDULE

The Consultant shall provide services, which include those necessary for providing **Architectural, Mechanical, Electrical, Plumbing and Structural Engineering services** for **Bridge Housing Remodel** located at **2800 Hulen Place, in Riverside, California.**

PROJECT DESCRIPTION

INCLUSIONS

- Schematic Design
 - Up to three (3) in-person architect visits to meet with city and county staff
 - Creation of existing drawings showing current existing conditions
 - Space planning of back area being developed
 - Preliminary new floor plan
- Design Development Submittal
 - Code Analysis
 - Existing and new site plans
 - Existing, demo, and new floor plans
 - Existing, demo, and new ceiling plans
 - Existing, demo, and new roof plans
 - Enlarged floor plans of kitchen and restrooms
 - Preliminary finish selections
 - Review meeting with client
 - Inclusion of schematic engineering drawings
- 50% Construction Documents Submittal
 - Continuation of Design Development Submittal
 - Reflected Ceiling Plans
 - Finish Plans
 - Building Sections
 - Interior Elevations
 - Finish Plans
 - Start of architectural detailing
 - Review meeting with client
 - Further development of engineering drawings
- 90% Construction Documents Submittal
 - Complete set in preparation for final client review and plan check
- City of Riverside Plan Check Submittal
 - Entitlements services
 - Plan check revisions as required
- Assistance during bid process
 - Responding to Bid RFIs
- Construction Administration services
 - Responses to RFIs
 - Review of submittals
 - Design team participation in Owner, Architect, Contractor meetings

- Structural engineering services
 - Structural detailing for new opening in existing tilt-up panel
 - Infill details for roll-up doors to be removed
 - Support for new roof-mounted HVAC units
 - New loading over existing wood framing
 - Saw-cut and patch details for slab-on-grade
 - General framing details for interior walls
 - Structural calculations
- MEP Engineering services
 - Mechanical, electrical and plumbing engineer field investigation
 - Mechanical design services, including Title 24 services
 - Electrical design services
 - Plumbing design services

EXCLUSIONS

- Civil engineering services
- Landscape architecture services
- Fire suppression engineering
- Fire alarm design
- Security system design
- Estimating Services
- Any and all items not listed above are considered excluded

ESTIMATED PROJECT SCHEDULE

Building Assessment	One (1) day
Creation of existing drawing set	Three (3) weeks
Schematic Drawing Set	Three (3) weeks, with up to 3 client meetings
Client Review and Design Approval	One (1) week
Design Development Drawing Set	Four (4) weeks
Client Review and Design Approval	One (1) week
50% Construction Documents	Four (4) weeks
Client Review and Design Approval	One (1) week
90% Construction Documents	Four (4) weeks
Client Review and Design Approval	One (1) week
Prepare for Plan Check Submittal	Three (3) weeks
Plan Check Review by City	Three (3) weeks
Plan Check Revisions	Two (2) weeks
Plan Check Resubmittal Review by City	Two (2) weeks
Plan Check Revisions	Two (2) weeks

COST FOR SERVICES

Architectural Fees:	\$67,500
MEP Engineering Fees:	\$32,527
Structural Engineering Fees:	\$10,780
Reimbursable Expenses Allowance:	\$2,500
Entitlement Services Fees:	\$2,000
Total Fee	\$115,307

MILESTONES / COMPENSATION SCHEDULE

Client to be invoiced at each milestone delivery as listed in the Estimated Project Schedule.

Notice to Proceed	15%	\$17,296.05
Delivery of Schematic Design Package	10%	\$11,530.07
Delivery of Design Development Package	20%	\$23,061.40
Delivery of 50% Construction Documents Package	20%	\$23,061.40
Delivery of 90% Construction Documents Package	20%	\$23,061.40
Plan Check Submission	10%	\$11,530.07
<u>Plan Check Approval</u>	<u>5%</u>	<u>\$5,765.35</u>
	100%	\$115,307.00

REIMBURSABLES

Reimbursable expenses are estimated and **included** in Cost for Services, per Owner request.

Estimated Reimbursable Expenses: \$2,500.00

HOURLY RATE SCHEDULE

For additional services not included in scope

Principal	\$215
Project Manager	\$180
Coordinator	\$125
Technical Drafter	\$ 95
Admin	\$ 95

- END OF EXHIBIT A -

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Arclogica, Inc. ("Consultant") shall perform the services outlined in this agreement pursuant to the stated fee arrangement.

1. **Additional Services:** Should the Scope of Services change from those set forth in the Agreement for Professional Services, the fee for such additional services will be negotiated between Owner and Consultant.
2. **Limitation of Liability:** To the greatest extent allowed by law, the aggregate liability of Consultant for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind, arising out of or in any way related to this Agreement or the services provided by Consultant on this project, shall be limited to \$50,000 or the total fee received by Consultant pursuant to this Agreement, whichever is greater. Further, no officer, director, shareholder or employee of Consultant shall bear any personal liability to Owner for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind of character, arising out of or in any way related to this Agreement or the services provided by Consultant on this project.
3. **Mediation:** All disputes between Consultant and Owner arising out of or relating to this Agreement shall be submitted to nonbinding mediation prior to commencement of any other judicial proceeding.
4. **Dispute Handling:** Consultant shall make no claim against Owner without first providing Owner with a written notice of damages and providing Owner thirty (30) days to cure before an action is commenced. The Owner shall make no claim either directly or in a third party claim, against Consultant unless the Owner has first provided Consultant with a written certification executed by an independent professional currently practicing in the same discipline as Consultant and licensed in the state of the subject project. This certification shall a) contain the name and license number of the certifier; b) specify each and every act or omission the certifier contends is a violation of the standard of care expected of a professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceedings.
5. **Suspension of Services:** If Owner fails to make payments to Consultant in accordance with this Agreement, such failure shall provide Consultant with the option to suspend performance of services under this Agreement upon three (3) days written notice to Owner. In the event of a suspension of services, Consultant shall have no liability for any delays or damages caused because of such suspension. Before resuming services, Consultant shall be paid all sums due prior to suspension and any expense incurred by Consultant in the interruption and resumption of services. Consultant fees for the remaining services and time schedules shall be equitably adjusted. If any invoice is in dispute, Owner shall pay underwritten protest to keep the project on schedule and resolve the payment dispute after substantial completion.
6. **Termination:** This Agreement may be terminated by either party within seven (7) days written notice to the other in the event of a substantial failure of performance by the other party through no fault of the terminating party. If this Agreement is terminated, Consultant shall be paid for services performed to the termination notice date, including reimbursable expenses due.
7. **Ownership of Documents:** The drawings, calculations and specifications are instruments of service and are, and shall remain, the property of Consultant, whether the project for which they are made is executed or not. They are not to be used on other projects or extensions to this project except by agreement in writing.
8. **Contract Administration:** It is understood that Consultant will NOT provide design and construction review services relating to safety measures of any contractor or subcontractor on the project. Further, it is understood that Consultant will NOT provide any supervisory services relating to the construction of the project. Any opinions solicited from Consultant relating to any such review or supervisory services shall be considered only as general information and shall not be the basis for any claim against Consultant.
9. **No Third Party Beneficiary:** Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against Consultant or Owner.
10. **No Assignments:** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.
11. **Payments:** Consultant will submit milestone invoices. Payment is due on the date of the invoice and becomes delinquent one month thereafter. A late charge will be added to delinquent amounts at the rate of one-and-one-half percent (1.5 percent) for each month of delinquency (or the maximum allowable by law, whichever is lower). If Consultant initiates suit to recover delinquent sums owed by Owner, Consultant shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorney's fees, expert fees and other related costs and expenses.