

RENOVATION CONTRIBUTION AGREEMENT

This Renovation Contribution Agreement (the "Agreement") is entered into as of _____, 2021, (the "Effective Date") by and between CITY OF RIVERSIDE, a charter city and municipal corporation ("City") and RIVERSIDE ART MUSEUM, a California nonprofit corporation ("RAM"). City and RAM may be referred to individually as a "party" or collectively as the "parties".

Recitals

A. The City and RAM have entered into that certain Management Agreement for the Cheech Marin Center for Chicano Art and Culture of the Riverside Art Museum (the "Management Agreement") whereby RAM will operate the Cheech Marin Center for Chicano Art and Culture out of the City owned real property located at 3581 Mission Inn Avenue, Riverside, California, currently the Riverside Main Library, including the parking lot but excluding the plaza area outside the library (the "Premises").

B. Prior to delivery of the Premises to RAM, the City and RAM will make substantial renovations to the Premises as more particularly outlined in Exhibit "A", attached hereto (the "Renovations").

C. The City desires RAM to reimburse it for certain costs associated with the renovations to the Premises and RAM is willing to do so under the terms and conditions of this Agreement and the Exhibits, which are part of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises set forth herein, it is mutually agreed as follows:

Agreement

1. Renovation of Premises. The City shall renovate the Premises as set forth below:

(a) In Accordance with Approved Plans. The City will strive to ensure that the Renovations to the Premises conform to and comply with the architectural drawings, construction drawings, design renderings, bids, and plans reviewed and approved by RAM, copies of which are attached hereto in Exhibit "B" (the "Plans"). Either party or the design professionals may recommend changes or modifications to the Plans. Such recommendations shall be made in writing. Any changes or modifications to the plans during the construction of the Premises shall be properly documented by the design professionals in charge and be acceptable to all parties prior to any changes or modifications. Any objections to modifications or changes by RAM must occur within seventy-two (72) hours so as not to impact the schedule of performance, unless a critical path item, when only twenty-four (24) hours' notice will be given. The City shall inform RAM if the item is a critical path item. If RAM does not object within the time frames required above, the modifications or changes shall be deemed approved.

(b) Approved Contractor. The City shall follow its normal and required public bidding procedures for the Renovations and shall award the bid to the lowest responsive licensed bidder (the "Contractor") based upon a public bid process. The City will ensure that RAM is included on all communications with the Contractor and receives copies of any and all documents and correspondence received from Contractor to the extent they relate to the Renovations.

(c) Approval of Cost Allowances. RAM shall have the opportunity to review and comment on all documentation in the approval process for any cost allowances included in the construction contract. RAM shall have the ability to monitor the expenditure of the allowance monies contained within the construction contract. Any items procured by the City outside of the construction contract shall be reviewed as provided for in 1(a) above, by RAM as prior to any costs being obligated or incurred. The Parties acknowledge that items contained within the Furniture, Fixtures and Equipment budget on Exhibit "D" may be procured directly by RAM.

2. Payments. RAM shall reimburse the City for the items and amounts set forth in Exhibits "C" and "D" attached hereto, and under the following terms:

(a) Payment Terms. Within fifteen (15) days of City execution of this Agreement, RAM shall provide to the City reimbursements as set forth in Exhibit "C" of this Agreement. Any other reimbursements requested by the City will be payable thirty (30) days from invoice date from the City along with such supporting documentation as RAM may reasonably require. Notwithstanding the foregoing, RAM understands that work scopes may be completed incrementally, and will agree to make progress payments on the incrementally installed work to the percentages of completion agreed upon by all parties in each month's application for payment for items listed on Exhibit "D". The City shall ensure that the RAM reimbursements shall only be used for those items set forth in Exhibits "C" and "D".

(b) No Cost Overruns. The parties expressly agree that the City will ensure there are no cost overruns or increases in the cost of the Renovations beyond the mutually agreed upon construction contract awarded to the Contractor by the City. The Parties agree that RAM's fiscal contribution to the Renovations is limited to those items and amounts listed on Exhibits "C" and "D".

3. Entire Agreement. This Agreement and the Management Agreement contain the entire understanding between the parties, and supersedes all prior agreements, oral or written, and all prior or contemporaneous discussions or negotiations between the parties. This Agreement cannot be amended except in writing signed by both the parties.

4. No Waiver. Any failure or delay on the part of either party to exercise any right under this Agreement shall not constitute a waiver of the right, and shall not preclude such party from exercising or enforcing the right, or any provision of this Agreement, on any subsequent occasion.

5. Notices. All notices or other communications required or desired to be given pursuant to this Agreement shall be in writing and shall be hand delivered, or mailed by certified mail, return receipt requested, or sent by a reputable overnight courier service providing delivery confirmation. Each such notice or communication shall be deemed to be duly given when hand delivered, or three (3) days after being mailed in any depository maintained by the United States Postal Service, with prepaid postage, certified, return receipt requested or one (1) day after being deposited for next day delivery with Federal Express or other courier. Each such notice or communication shall be addressed to the parties at their respective addresses set forth below, or to any other address which either of them regularly conducts business.

If to City:

City of Riverside
3900 Main Street
Riverside, California 92522
Attention: City Manager

If to RAM:

Riverside Art Museum
3425 Mission Inn Avenue
Riverside, California 92501
Attention: Executive Director

6. Headings; Section References. Captions and headings appearing in this Agreement are inserted solely as reference aids for the ease and convenience and shall not be deemed to define or limit the scope or substance of the provisions they introduce, nor shall they be used to interpret the intent or effect of such provisions.

7. Severability. If any provision of this Agreement is finally determined by a court to be invalid or unenforceable as written, the provision shall be enforced to the extent possible and otherwise shall be deemed deleted from this Agreement. All other provisions of this Agreement shall remain in full force and effect so long as the material purposes of the parties are not impaired.

8. Binding Effect; Assignment. This Agreement shall be binding on and insure to the benefit of the parties, and their respective successors and assigns. Contractor may not assign its rights under this Agreement without the consent of RAM, which consent shall not be unreasonably withheld.

9. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California.


[Remainder of Page Intentionally Left Blank—Signature Page Follows]

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT
AS OF THE DATE FIRST WRITTEN ABOVE.

CITY OF RIVERSIDE

RIVERSIDE ART MUSEUM

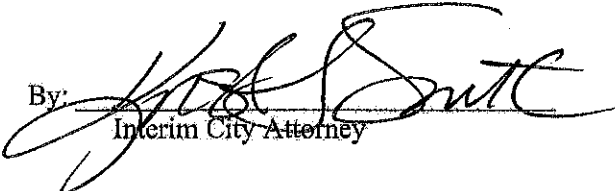
By: _____

By: 
Its: President
Name: Adam W. Guzkowski

Attested to:

By: _____
City Clerk

Approved as to form:

By: 
Interim City Attorney

CA 20-0662; 03/22/21






EXHIBIT "A" RENOVATIONS

The Riverside Main Library is a historic three-level building built in 1964 and it is located at 3581 Mission Inn Avenue adjacent to the historic Mission Inn in downtown Riverside, California. The structure is comprised of approximately 61,420 total square-foot area, or about 20,000 square-feet at each level that includes a basement.

The existing Main Library shall be renovated to be adaptively reused as another cultural venue for the local community and region: The Cheech Center for Chicano Art & Culture. In order to reuse the library as an art center, the library shall be renovated to include, but not be limited to, selective demolition, tenant improvements, flooring, ceiling, wall finishes, lighting, structural modifications and reinforcements, concrete work, installing new interior and exterior signage, modify existing walls, circulation, and doors to create new spaces and uses, provide ADA improvements, and replace HVAC, electrical, plumbing, communication, controls, access, security, and roofing systems. The renovation project also entails, but it is not limited to, the replacement of the front building concrete pedestal, building ramps and steps, grading and soil importation due to the removal of the existing trees and concrete pedestal, rebar and structural steel and concrete work.

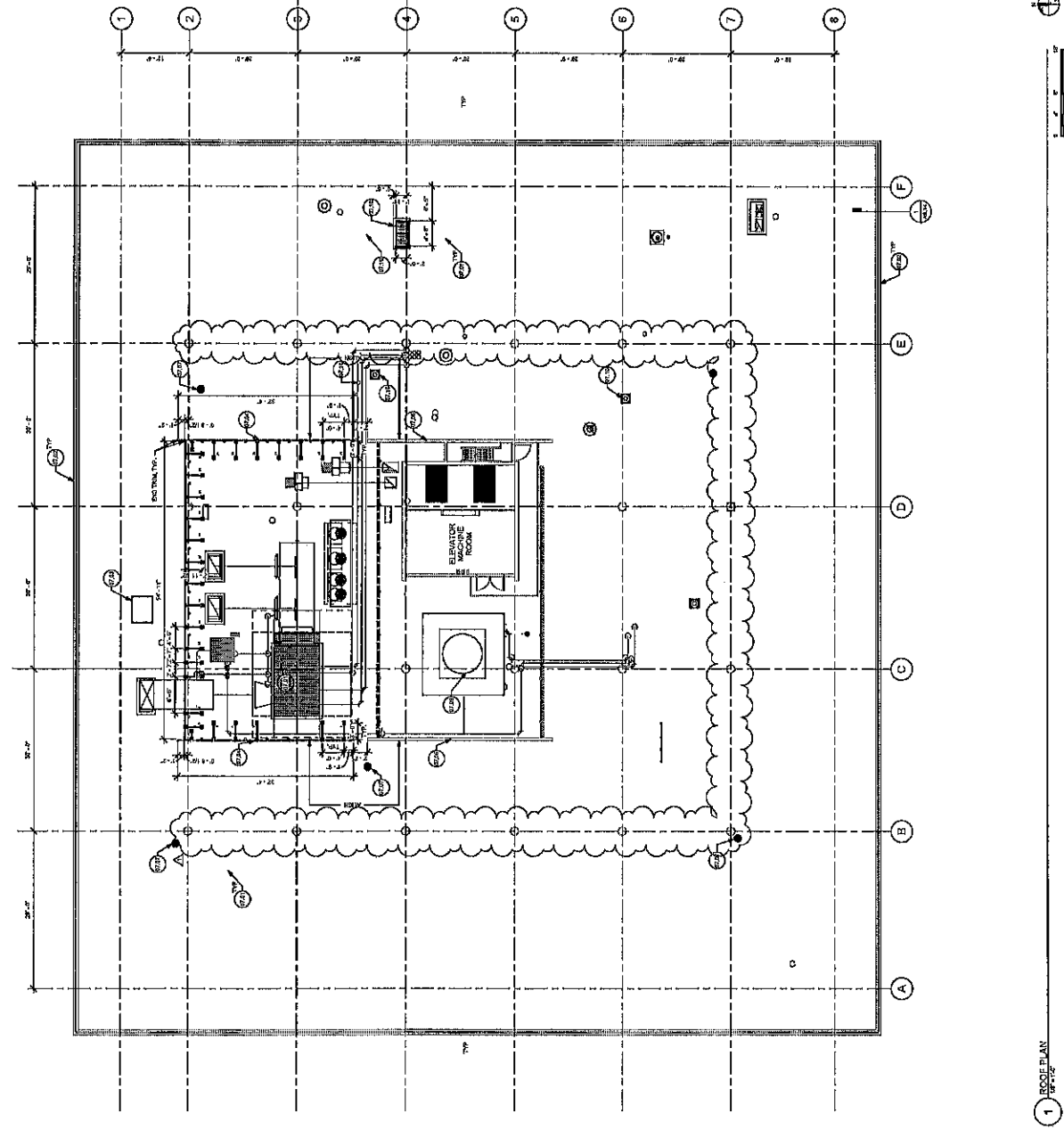
EXHIBIT "B"
COPIES OF PLANS

LEGEND

	EXISTING WALL
	PROPOSED WALL
	DOOR: SIZE DOOR SCHEDULE
	PANIC HARDWARE
	EXISTING PANIC HARDWARE TO REMAIN

1 MAIN LEVEL FLOOR PLAN
1/8" = 1'-0"

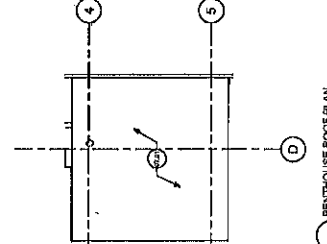
ROOF PLAN KEY NOTES	
KEY NOTE	REVISION
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1 ROOF PLAN

ROOF PLAN KEY NOTES

KEY NOTE	REVISION
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2 PENTHOUSE ROOF PLAN

CHEECH MARIN CENTER
FOR CHICANO ART &
CULTURE

3001 MISSION BLVD
SAN FRANCISCO, CA 94103

CITY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS
DIVISION OF PUBLIC WORKS
SAN FRANCISCO, CA 94103

PAGE & TURNBULL
ARCHITECTS
1775 CALIFORNIA STREET
SAN FRANCISCO, CA 94109

WHY
ARCHITECTS
1775 CALIFORNIA STREET
SAN FRANCISCO, CA 94109

DATE: 01/15/2015
TIME: 10:00 AM

PROJECT: CHEECH MARIN CENTER

DATE: 01/15/2015

TIME: 10:00 AM

PROJECT: CHEECH MARIN CENTER

DATE: 01/15/2015

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A2.03

ROOF PLAN

PROJECT: CHEECH MARIN CENTER
FOR CHICANO ART & CULTURE
3001 MISSION BLVD
SAN FRANCISCO, CA 94103
ARCHITECT: PAGE & TURNBULL
DATE: 01/15/2015
TIME: 10:00 AM

EXHIBIT "C"
ITEMS ELIGIBLE FOR REIMBURSEMENT WITHIN 15 DAYS OF AGREEMENT EXECUTION

Items	RAM Reimbursement	Project Budget
Architecture Fees	\$329,215	\$1,306,885
Deputy Inspection Services, Utility Fees and Permits	\$181,408	\$200,000
Construction Costs	\$25,673	\$9,729,411
RAM contribution	\$536,296	

EXHIBIT "D"
OTHER ITEMS ELIGIBLE FOR REIMBURSEMENT

Items	RAM Reimbursement	Project Budget
Furniture, Fixtures, Equipment**	Up to \$1,090,763	\$1,090,763
Contingency Fees - 10% *	Up to \$972,941	\$972,941
RAM contribution	\$2,063,704	

*Contingency costs can include, but are not limited to, design errors and omissions, unforeseen conditions, end user change requests, contractor impact/extended field overhead costs due to delays, additional design fees, additional costs underestimated in Exhibits "C" and "D," etc.

** RAM may separately procure any items identified in the Furniture, Fixtures and Equipment budget.