

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

RIGGS WARD DESIGN L.L.C.

Exhibition Design and Interpretive Planning Services for the Museum of Riverside

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 20__ (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and RIGGS WARD DESIGN, L.L.C., a California limited liability company (“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 Exhibition Design and Interpretive Planning Services for the Museum of Riverside (“Project”).

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until December 31, 2026, 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 Three Hundred Seventy-Nine Thousand Five Hundred Dollars (\$379,500.00) (the “Fee”), 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

Museum of Riverside
City of Riverside
Attn: Robyn G. Peterson
3580 Mission Inn Ave
Riverside, CA 92501

To Consultant

Riggs Ward Design, L.L.C.
Attn: L. Brent Ward
2315 West Main St.
Richmond, VA 23220

5. **Prevailing Wage.** If applicable to Consultant and to the Services performed by Consultant hereunder, 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. Contract Administrator shall make him or herself available to work with Contractor and to reply to requests and enquiries in a timely manner. Failure of Contract Administrator to do so may result in delays in Services or deliverables hereunder. Contractor shall not be held liable for any such delays or for any resulting schedule adjustments or accompanying costs or expenses.

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 **Defense Obligation For Consultant.** 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.

11.2 **Indemnity For Consultant** 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.** If applicable, 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 caused by Consultant, 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, at Consultant's location and with reasonable notice to Consultant to examine, audit, and make transcripts or copies of such records and any other documents pertaining only to the transactions hereunder. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of one (1) year 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. Notwithstanding the foregoing, Consultant shall be permitted to use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project to advertise and promote Consultant on Consultant's website or other media 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 hereunder which is eligible for copyright protection in the United States ("Work Product") or elsewhere shall be a work made for hire for City. If any such Work Product 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 Product, 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 only, 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.** The Parties shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by the Parties, or in any way affect the performance of services and obligations pursuant to this Agreement. Consultant and City shall at all times observe and comply with all applicable 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 the 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.**

25.1 City may terminate this Agreement at any time during the Term by giving Consultant thirty (30) days' written notice of termination. Upon termination for any reason, Consultant shall submit Consultant's final written statement of the Fee incurred for Consultant's services up to and including the date of termination.

25.2 **Termination for Breach of the Agreement.** City may terminate this Agreement if Consultant substantially fails to perform its obligations or materially breaches this Agreement and such failure or breach (“Breach”) cannot be cured within fifteen (15) days after written notice of Breach to Consultant by City.

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, including a complete list of such offsets, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney’s fees and costs.

29. **Nondiscrimination.** During Consultant’s performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

34. **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.

34.1 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.

34.2 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.

34.3 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.

35. **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

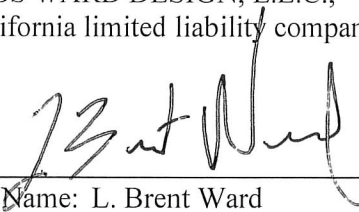
[SIGNATURES ON THE FOLLOWING PAGE]

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

RIGGS WARD DESIGN, L.L.C.,
a California limited liability company

By: _____
City Manager

By: 
Print Name: L. Brent Ward
Title: Operating Manager

Attest: _____
City Clerk

and
By: 
Print Name: Robert Riggs
Title: Creative Manager

Certified as to Availability of Funds:

By: 
Chief Financial Officer

Approved as to Form:

By: 
Senior Deputy City Attorney

EXHIBIT A

Scope of Services

The Company shall provide the following services for the project described in the RFP. These services have been separated into three phases as follows:

The Company shall provide biweekly updates to City staff during all design phases of the project. These meetings will primarily be conducted using Microsoft Teams.

Phase I – Programming, Conceptual Plan Development and Due Diligence Activities

The Company shall assist the City in defining the scope and budget of the four planned exhibitions and provide concepts and programing assistance to Museum content development staff to produce interactive, educational, and engaging experiences for Museum visitors. The following is a summary of the anticipated services provided by the Company during this phase:

1. The Company shall visit and familiarize themselves with the current Museum facility and with the schematic design plans produced by the Lead Architect.
2. Company will familiarize themselves with the goals and objectives of Museum content development staff, including conducting on-site needs assessments and co-drafting interpretive plans for each of the four exhibitions. This stage includes working with the Museum's content team to select artifacts and specimens from its own collections as well as identifying potential loans.
3. The Company will provide expertise regarding the visitor experience and maintain emphasis on visitor-centric, engaging experiences, including analysis of visitor flow, traffic patterns, and gallery capacity.
4. The Company will work with Museum content development staff to conduct research and write interpretive scripts for panels, labels, interactives, and videos. Development of content will include research, scripting, sourcing (images, stock material, and new material), and pre- and post-production audio-visual work.
5. Company will generate conceptual designs, including two-dimensional and three-dimensional projections, in reproducible format for all four museum exhibitions for presentation to City administration, City staff, stakeholders, and the public. The conceptual plan prepared should be in high resolution and provided in electronic format fit for reproduction.
6. The Company will provide performance specifications and engineering for wall systems and casework. Company will research and propose processes, materials, and structures that are environmentally responsible yet durable for moderate to high-traffic exhibition installations. Company will provide sample boards and materials specifications.
7. The Company will provide an estimate of project construction costs based on the approved schematic plan.

Phase II – Design

1. The Company shall develop the results of Phase I, including the conceptual plans, draft interpretive scripts, cost estimates, and design guidelines, into Schematic Design documents followed by Design Development documents.
2. The Company shall coordinate discussions pertaining to the design and eventual incorporation of the exhibitions within the building with the Lead Architect and selected City staff.
3. Company is required to advise the City regarding cost implications resulting from

- decisions or modifications made to the proposed exhibition design at appropriate stages of design.
4. During the schematic design phase, the Company may undertake prototyping, testing, and formative evaluation of selected components.
 5. The Company shall prepare schematic design documents as follows: The Company shall use the Conceptual Design as the basis for preparing schematic design documents. Documents shall consist of schematic drawings including floor plans, elevations details drawings, and specifications to establish basic design ideas and respective cost estimates as set forth during the Conceptual Design phase of the scope of services.
 6. Documents shall also include preliminary interpretive scripts, image lists, and object lists. The final schematic drawings shall include plans or narratives for structural, electrical, low voltage, specialty lighting, lighting controls, audio and visual equipment and any special requirements for fire protection. Schematic Design documents will reflect all cases, models, cabinets, walls, graphic components, interactive design components, and media/AV hardware design
 7. The Company will provide City staff up to four weeks for review and approval of the Schematic Designs.
 8. The Company shall use the approved Schematic Design documents to prepare Design Development documents consisting of plans, outline specifications, final scripts and image lists, and other documents to fix and describe the size and character of the project relative to architectural design, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate to enable the City to understand the progress and development of the Project.
 9. With reasonable notice, the Company shall submit all required documents in CAD or other required format for integration with the Lead Architect's design plans. Company shall also provide City staff two (2) copies of completed Design Development documents, allowing up to four weeks for review and approval.
 10. Upon Notice to Proceed by City staff, the Company shall use the approved Design Development documents to complete Construction Documents and specifications in sufficient detail to permit plans. Company shall coordinate with the Lead Architect to provide all documentation, revisions, and corrections for the Exhibition Designs to ensure City of Riverside Building Department approval and permitting.
 11. Company will provide an electronic set of completed Construction Documents and specifications to be used for bidding. The City will have sole responsibility for the bidding process and for selecting a bidder for the construction of the project. Company will be required to provide bidding support in the form of providing answers via City representatives to design/construction related questions.
 12. Company to provide City staff with one full set of Construction Documents and specifications in print and in PDF format.

Phase III- Contract Administration/Close Out

1. The Company shall provide the following basic services for the project for an anticipated construction schedule of 18 months. The 18-month schedule shall begin when the City issues a Notice to Proceed to the most responsible and responsive fabricator or general contractor (Contractor) or executes a contract with said general contractor, whichever comes first.
2. Attend pre-construction conference to discuss the general Exhibition Design project requirements with the Contractor and the City.
3. Attend on-site regularly scheduled construction meetings with the Contractor, Lead Architect, and City on a bi-weekly basis. For the purpose of this proposal, the Company's services shall be budgeted over an 18-month construction duration.

4. Review and approve Contractor shop drawings, product submittals, and samples to determine if the submitted items are in general conformance with the design intent and specifications of the Exhibition Design documents.
5. Review and respond to Exhibition Design requests for information during construction.
6. Review change order requests related to Exhibition Design as necessary. Evaluate Contractor requests for substitution. All formal approvals of change orders or construction change directives are subject to City approval
7. Conduct periodic observation for each major phase of Exhibition Design including architectural, equipment, mechanical, and electrical to become generally familiar with the progress and quality of the Work. The Company shall report in writing to the City any deviations observed at the time the periodic observation was conducted.
8. Conduct substantial completion and final inspections, preparing a "Punch List" of deficiencies related to the Exhibition Design that must be corrected by the Contractor prior to acceptance of the project.
9. Upon conducting a final inspection, issue final affidavit indicating that the work related to the Exhibition Design has been generally completed in accordance with the contract documents to the best of the Company's knowledge, information, and belief based on periodic observations of the Work.
10. Monitor submission of close-out documentation related to Exhibition Design from the Contractor(s), including operation & maintenance manuals, warranties, as-built drawings (prepared by the contractor), and final certificate of completion.

Out-of-Scope Clarification

The following are outside the scope of the Company's work:

- a. Architectural design and construction, although communications and coordination are required as noted above in the Scope of Services.
- b. Fabrication and installation services
- c. Lighting procurement and installation, except specialty lighting. The Lead Architect shall provide all the general gallery lighting fixtures and track systems but must coordinate with the Company regarding recommendations. The Company must maintain open communications regarding lighting design that includes any recommendations for alternative or additional fixtures, accessories, dimming systems, and the ideal location of track with sufficient design time to enable integration. Communication will be facilitated through coordination meetings and the provision of reflected ceiling plans and cut sheets. The Company is responsible for final focusing and placement of lighting fixtures purchased by the building contractor. All special effects lighting and in-case lighting (specialty lighting) are the responsibility of the Company.
- d. New video production, development of original oral histories, video interviews.
- e. Guest curators' fees.
- f. Copyright and licensing.
- g. All final exhibition content will be bilingual (English/Spanish) and exhibition designs must factor this in, but translation services are not included in the Company's scope of work.
- h. Communication will be frequent and open regarding site signage and wayfinding; but wayfinding design is not included in the Company's scope of work.
- i. Installation of the Museum's artifacts and specimens, including arranging for specialized mountmaking and installing incoming loans, will be completed by Museum staff.

Project Outcomes

The four exhibitions that will result from this Project will individually and collectively have the following outcomes:

- a. Allow for a high degree of flexibility in incorporating changing content and the addition of content.
- b. Support the inclusive presentation of bilingual content into the entire design approach.
- c. Collaboratively engage the expertise of the Museum's content team and its community advisors.
- d. Be based on sound scholarship and creative principles that engage visitors according to contemporary museum theories of object-based teaching.
- e. Reflect the commitment of Riverside to its own ethnically and culturally diverse population.
- f. Exhibitions in which all components meet or exceed Americans with Disabilities Act (ADA) requirements.
- g. Represent a wide variety of people (age, gender, national origin, immigration or refugee status, religion).
- h. Be unique, engaging, stimulating, and captivating to the visitor.
- i. Encourage historical literacy as well as a mindset of care and stewardship toward the natural environment.
- j. Ensure that exhibitry and exhibit technology are easy to update and maintain.
- k. Wall systems, casework, and other hardware will have a lifespan of at least ten (10) years.

EXHIBIT "B"

COMPENSATION

PRICING

PROJECT BREAKDOWN

Research Services	\$32,000
Design Services	\$293,000
Bidding Assistance	\$15,000
Contract Administration	\$39,500
Miscellaneous	\$0
TOTAL	\$379,500

HOURLY RATES

Principal in Charge/Creative Director	\$150
Managing Principal/Interpreter	\$120
Senior Exhibit Designer	\$120
UI/UX Designer	\$100
Senior Graphic Designer	\$90
AV Developer	\$120
Exhibit Developer	\$90
Writer/Editor	\$100

EXCLUSIONS

RWD's scope of work will not include gallery prep (painting or patching), electrical work, architectural modifications, demolition, fabrication and installation, or exhibit text translation.

EXHIBIT "C"

KEY PERSONNEL

KEY PERSONNEL

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