

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 16.4
(ID # 28351)**

MEETING DATE:
Tuesday, July 29, 2025

FROM : Regional Parks and Open Space District

SUBJECT: REGIONAL PARKS AND OPEN SPACE DISTRICT: Approve the District's 2025 On-Call Professional Services Historic Architect Providers List, Fiscal Limits, and Master Agreement for Professional Services Consulting Services Template; between the District and 6 Service Providers; 3 Years; All Districts. [\$27,000,000 Total Cost – Park Acq & Dev, District Fund 33100 100%]

RECOMMENDED MOTION: That the Board of Directors:

1. Approve the District's 2025 On-Call Professional Services Historic Architect Providers List (Attachment "A") for Fiscal Years 2025-2026, 2026-2027 and 2027-2028;
2. Direct the Purchasing Agent to issue Purchase Order(s) not to exceed \$200,000 per Task Order issued pursuant to District's 2025 On-Call Professional Services Historic Architect Providers as listed in Attachment "A" for a total aggregate not to exceed \$1,500,000 per Master Agreement per vendor through June 30, 2028;
3. Authorize the General Manager, on behalf of the District, to execute Master Agreement and associated agreement documents for Professional Services Consulting Services with the firms identified in Attachment "A", on an as-needed basis and as approved-as-to-form by County Counsel; and,
4. Authorize the General Manager, or designee, to take all actions necessary to administer said Agreements, including the issuance of Task Orders in an amount not to exceed \$200,000.

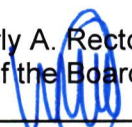
ACTION:Policy


Kyla R. Brown, General Manager 7/11/2025

MINUTES OF THE BOARD OF DIRECTORS

On motion of Director Gutierrez, seconded by Director Medina and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: July 29, 2025
xc: Parks

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 9,000,000	\$ 9,000,000	\$ 27,000,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Park Acq & Dev, District Fund 33100			Budget Adjustment:	NO
			For Fiscal Year:	FY25-26 through FY27-28

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Per Government Code 4526, professional consultants such as architects must be selected under a competitive process based upon demonstrated competence and on professional qualifications for each project.

The Riverside County Regional Park and Open-Space District (District) advertised a Request for Qualifications (RFQ) on April 10, 2025, seeking Statements of Qualifications (SOQ) from highly qualified architects with experience dealing with historic properties with at least one primary architect assigned to take a leading role in the project must meet the Secretary of Interior Professional Qualification Standards for Architectural History. This RFQ was issued with the intent to support the District with development projects associated with historic properties, especially those which have been designated as Historic Landmarks on the National Register of Historic Places. In response to the RFQ, six firms submitted a SOQ.

The District established a review committee comprised of District representatives having expertise with the subject matter as well as a third party procurement consultant. Each of the SOQs were evaluated relative to the following criteria: (1) Depth and breadth of firm's experience; (2) Qualifications of the people submitted and proposed to work on assigned project(s); (3) Specialty Expertise and Right Size/Best Fit; (4) Example of providing "Best Service;" (5) Location; (6) Conformance to the Specified SOQ Format; and, (7) References & Interviews.

Based on the SOQ paper screening review process, the top three scoring firms were invited to interviews held on June 5, 2025. In-interview scores were incorporated into the scoring process. The District has created a ranked list of qualified firms, and the highest ranked firm is anticipated to begin negotiations for the first and only known project at this time, the Trujillo Adobe Heritage Village Master Plan & Rehabilitation Project (TAHV). Should negotiations fail with the first-ranked service provider for this or any future project, the District may go to the next available provider for support. Once a contract is approved, the District will have the ability, but is under no obligation, to issue one or more task orders to utilize the firm's services on an as-needed basis. For Task Orders exceeding \$200,000, the District shall seek approval from the Board of Directors. Once a contract is approved, the District will have the ability, but is under no obligation, to issue one or more task orders to utilize the firm's services on an as-needed basis.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

For Task Orders exceeding \$200,000, the District shall seek approval from the Board of Directors.

County Counsel has approved the Agreement Template as to legal form.

Impact on Residents and Businesses



These On-Call Services contracts will allow the District to draw upon specific technical expertise and resources, as needed, to expedite the delivery of important projects for the benefits of residents and businesses throughout the District's service area.

Additional Fiscal Information

The services provided pursuant to these agreements will be paid for by a number of existing District funding sources including grants, development impact fees, and local funds. Sufficient funding is included in the District's budget for FY2025-26. Additional funding will be included in future budgets as appropriate.

ATTACHMENTS:

- 2025 On-Call Professional Services Historic Architect Providers List
- Master Agreement for Professional Services Consulting Services Template

 Melissa Curtis, Deputy Director of Purchasing and Fleet	7/15/2025	 Jason Farin, Principal Policy Analyst	7/23/2025
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 Aaron Gettis, Chief of Deputy County Counsel	7/16/2025
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**Riverside County Regional Park and Open-Space District 2025 On-Call
Professional Services Historic Architect Providers List**

	Vendor Name
1	Architectural Resources Group, Inc.
2	Stiegler Architects P.C.
3	Loescher Meachem Architects, Inc.
4	OMGIVNING
5	Roesling Nakamura Terada Architects, Inc.
6	Page & Turnbull, Inc.

**MASTER AGREEMENT FOR PROFESSIONAL
«TYPE» CONSULTING SERVICES BETWEEN THE
RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT AND
«VENDORNAME»**

This agreement is made and entered into as of the date of the last signature hereto, by and between the RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (“RIVCO”) and «VENDORNAME», (the “Consultant”), a Professional «TYPE» Consultant (collectively referred to as the “Parties” and each individually as “Party.”).

RECITALS

WHEREAS, The RIVCO is in need of professional «TYPE» consulting services, hereinafter referred to as “Services”; and,

WHEREAS, Consultant is duly licensed and/or has the necessary qualifications to provide such «TYPE» services for the Project; and,

WHEREAS, RIVCO desires to engage Consultant to render services on an ongoing basis for a period of up to three (3) years, with an option for up to two (2) one year extensions, hereinafter referred to as the “Project”.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1 Definitions

"Agreement" shall mean this professional services agreement.

"Consultant" shall mean «VENDORNAME».

"Project" shall mean the ongoing services provided under this contract as directed by Work Authorizations.

"RIVCO" shall mean the RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT.

"Services" shall mean the «TYPE» consulting services to be provided by Consultant pursuant to this Agreement and as further described in Scope of Services below.

"Work Authorization" shall mean the written authorization, signed by both parties, to proceed with specific scopes of service.

2 Scope, Deliverables and Term

2.1 *Scope of Services*

The scope of services will be determined on a Work Authorization basis and agreed to in writing prior to proceeding with services. Each written Work Authorization, once signed by both parties, shall include the scope of work, the number of hours authorized, or lump sum, the timelines associated with the scope of work, as well as any deliverables due.

The Work Authorization form is provided herewith as Exhibit A.

2.2 *Deliverable(s)*

Deliverables shall be determined in writing on each Work Authorization when applicable.

2.3 Term

The term of this Agreement shall be for a period of three (3) year(s) from the date of execution of this Agreement. Such term may be extended upon written agreement of both RIVCO and Consultant.

Due to the anticipated nature of the services to be authorized, it is understood that Work Authorizations signed by both parties prior to the expiration of the Master Agreement may need to proceed uninterrupted including payment for services. The end of Term indicates the date by which no new Work Authorizations will be allowed and no further Amendments to this Agreement extending the cost or the term will be allowed.

3 Fees and Payments.

3.1 Fees

The maximum value authorized under this Agreement without further written amendment for specified services is fifty thousand dollars (\$50,000), including expenses if applicable, as identified and agreed to in each signed Work Authorization.

3.2 Payments

Consultant shall furnish RIVCO with an invoice on no more than a monthly basis reflecting services performed and expenses. The invoices shall be separately submitted for each active Work Authorization, and shall detail charges by categories, including labor, materials, equipment, supplies and miscellaneous expenses, or as otherwise negotiated on each Work Authorization. Consultant shall furnish original receipts for all reimbursable expenses, if reimbursables are authorized. Food reimbursement requests must include itemized receipts and no alcohol will be reimbursed. Tips for services rendered will not be reimbursed. No Work Authorization can alter these reimbursement rules. Any change to these rules must be made via an Amendment to this Master Contract. RIVCO shall independently review each invoice submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth below. If any charges or expenses are disputed, the invoice shall be returned by RIVCO to Consultant within ten (10) business days of receipt for correction and resubmission.

3.3 Payment Terms

Payment shall be made within thirty (30) days from the date services were received and accepted, or the date the invoice was received, whichever is later.

4 Extra Work

At any time during the term of this Agreement, RIVCO may request that Consultant perform Extra Work. As used herein, "Extra Work" means any Services which are determined by RIVCO to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of the Work Authorization. Consultant shall not perform, nor be compensated for, Extra Work without a written supplemental Work Authorization from RIVCO.

5 Responsibilities of Consultant.

5.1 Organization

Consultant shall assign a specific Project Manager to each Work Authorization. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of RIVCO, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

5.2 Work Authorization

Consultant shall obtain from RIVCO a written Work Authorization for any work requested in advance of performance. Such Work Authorization shall reiterate Consultant's duties for the service, deliverables, due dates, and agreed upon payment therefore. Each Work Authorization, signed by both parties, shall become a part of this agreement and subject to the terms and conditions herein.

5.3 Coordination of Services

Consultant agrees to work closely with RIVCO staff in the performance of Services and shall be available to RIVCO's staff, consultants and other staff at all reasonable times.

5.4 Standard of Care

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant represents that it will assign employees and subcontractors who have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees, subconsultants or subcontractors who are determined by RIVCO to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees, subconsultants or subcontractors who fail or refuse to perform the Services in a manner reasonably acceptable to RIVCO, shall be promptly removed from the Project by the Consultant and shall not be re-employed or retained to perform any of the Services or to work on the Project.

5.5 Independent Contractor & Additional Personnel

Consultant is retained as an independent Consultant and is not an agent or employee of RIVCO. No employee or agent of Consultant shall by this Agreement become an agent or employee of RIVCO. The work to be performed shall be in accordance with the work described herein, subject to such directions and amendments from RIVCO as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind RIVCO to any obligation whatsoever, except as specifically provided in writing by RIVCO. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

5.6 **Laws and Regulations**

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all California Code of Regulations Title 24 and Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

5.7 **Maintenance of Accounting Records**

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of RIVCO during normal business hours with reasonable notice 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 four (4) years from the date of final payment under this Agreement.”

5.8 **INSURANCE**

- (1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to RIVCO that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to RIVCO that the subcontractor has secured all insurance required under this Section.
- (2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall survive after this agreement as permitted by law. Such insurance shall meet at least the following minimum levels of coverage:
 - a. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001, edition date 4/13); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001 (edition date 4/13), code 1 (any auto); (3) Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) Professional Liability: Coverage which is appropriate to the Consultant's profession, or that of its consultants or subcontractors.
 - b. Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall be twice the required occurrence limit; per project aggregate will apply. (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; (3) Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of

\$1,000,000 per accident for bodily injury or disease; and (4) Professional Liability: Not less than \$1,000,000 per claim/ \$2,000,000 aggregate.

- i. Defense costs shall be payable in addition to the limits.
 - ii. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.
- c. Insurance Endorsements. The insurance policies shall contain the following provisions:

- i. General Liability. The general liability policy shall be endorsed to state that: (1) the RIVCO, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; including ongoing operations and completed operations with ISO forms CG 20 10 10 01 and CG 20 37 10 01, and (2) the insurance coverage shall be primary insurance as respects the RIVCO, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the RIVCO, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

The policy shall contain no endorsements or provisions limiting coverage for: (A) contractual liability; (B) cross liability exclusion for claims or suits by one insured against another; (C) products/completed operations liability; or (D) contain any other exclusion contrary to the Agreement.

- ii. Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the RIVCO, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the RIVCO, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the RIVCO, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.
- iii. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the RIVCO, its directors, officials, officers, employees, agents and volunteers for losses

paid under the terms of the insurance policy which arise from work performed by the Consultant.

- iv. Professional Liability. Consultant and its sub-consultants and subcontractors shall procure and maintain errors and omissions liability insurance with limits discussed in this Section. The retroactive date, if any, of each such policy is to be no later than the effective date of this Agreement, and Consultant shall maintain such coverage continuously for a period of at least three (3) years following the completion of work under this Agreement.
- d. All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced in limits by endorsement or canceled except after thirty (30) days prior written notice or ten (10) days' notice for non-payment of premium. Should any of the described policies be cancelled before the expiration date thereof, the issuing insurer shall mail thirty (30) days' written notice to RIVCO, and (B) any failure to comply with reporting or other provisions of the policies, shall not affect coverage provided to RIVCO, its directors, officials, officers, employees, agents and volunteers.
- e. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by RIVCO and shall not apply to RIVCO, its directors, officials, officers, employees, agents, or volunteers as additional insureds.
- f. Separation of Insureds; No Special Limitations. All insurance required by this Section, except professional liability insurance, shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the RIVCO, its directors, officials, officers, employees, agents and volunteers.
- g. Acceptability of Insurers. With the exception of Workers' Compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-: VII, which are authorized to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the RIVCO.
- h. Verification of Coverage. Consultant shall furnish RIVCO with original certificates of insurance and endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the insurer.

6 General Provisions

6.1 Delays in Performance

- (1) Neither RIVCO nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the

reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

6.2 ***Suspension of Services***

The RIVCO may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the RIVCO shall suspend Services for a period of ninety (90) consecutive days or more and in addition such suspension is not caused by Consultant or the acts or omissions of Consultant, upon recession of such suspension, the compensation will be subject to adjustment to provide for actual costs and expenses incurred by Consultant as a direct result of the suspension and resumption of Services under this Agreement. Consultant may not suspend its service without RIVCO's express written consent.

6.3 ***Termination of Agreement***

(1) Grounds for Termination. RIVCO may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to RIVCO, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Effect of Termination. If this Agreement is terminated as provided in this Section, RIVCO may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(3) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, RIVCO may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

6.4 ***Dispute Resolution***

(1) Mediation: The parties agree that all claims, disputes or controversies between the parties arising out of or relating to this Agreement, or breach thereof, ("Claim") shall initially be submitted to non-binding mediation before a mediator mutually agreed upon by the parties. In the event the parties are unable to agree upon the identity of the mediator within fifteen days from the date either party submits a written request to mediate a Claim, the mediator shall be selected and the mediation administered under the Construction Mediation Rules of the American

Arbitration Association. The costs and fees of the mediator shall be paid equally by the parties. The parties shall negotiate in good faith in an effort to reach an agreement with respect to the Claim. Neither party shall commence or pursue litigation until the completion of mediation proceedings.

(2) It is expressly agreed that no mediation shall be initiated prior to the completion of the Services under this Agreement, or termination of this Agreement, whichever is earlier.

6.5 Ownership of Materials and Confidentiality

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the RIVCO, except that Consultant shall have the right to retain copies of all such documents and data for its records. RIVCO shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at RIVCO's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the RIVCO, or such other agency or entity as directed by RIVCO or required by law, rule or regulation, as they become due during the term of this Agreement as directed by RIVCO.

6.6 Prevailing Wages

Consultant is aware of the requirements of California Labor Code Sections 1720 et seq and 1770 et seq, as well as California Code of Regulations, Title 8, Section 16000 et seq ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services being performed may be part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws to the extent they apply to the Services. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

6.7 Safety

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or

injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

6.8 Project Staffing

Consultant shall provide adequate staff and resources to facilitate all contractor's activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party inspection services and back charge Consultant for all third party fees.

6.9 Conformance to Applicable Requirements

All work prepared by Consultant is subject to the approval of District and any and all applicable regulatory State agencies, and shall be the property of District.

6.10 Reports

Consultant shall provide copies of all reports required to be submitted to applicable regulatory State agencies to District, whether or not such reports must be submitted to the District.

6.11 Attorney's Fees

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

6.12 Indemnification

Basic Indemnity. To the fullest extent permitted by Applicable Laws, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to County), indemnify, and hold harmless County of Riverside, its Agencies, Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and each of their respective directors, members, officers, employees, agents, representatives and volunteers ("Indemnitee(s)"), and each of them, from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, negligent breach of contract), recklessness, or willful misconduct on the part of CONSULTANT or its Subconsultants, or their respective employees, agents, representatives, or independent contractors.

CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractors of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this contract and arising out of work performed for County pursuant to this Agreement. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph 6.2, below.

Indemnity for Design Professional Services. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend through legal counsel reasonably acceptable to County, indemnify and hold harmless the Indemnitees, and each of them, against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful misconduct constituting professional negligence on the part of CONSULTANT or its Subconsultants, or their respective employees, agents, representatives, or

independent contractors. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section. CONSULTANT shall defend and pay, all costs and fees, including but not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the extent and in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT arising out of or from the performance of professional design services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, willful misconduct of CONSULTANT. The cost for defense shall apply whether or not CONSULTANT is a party to the lawsuit, and shall apply whether or not CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.

Without affecting the rights of County under any other provision of this Agreement, CONSULTANT shall not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a Loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of CONSULTANT and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this section from each and every Subconsultant, of every Tier.

CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.

The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

6.13 Time of Essence

Time is of the essence for each and every provision of this Agreement.

6.14 RIVCO's Right to Employ Other Consultants

RIVCO reserves right to employ other consultants in connection with this Project. However, Consultant shall be the exclusive consultant for purposes of the Services as noted within this Agreement, unless terminated as provided herein.

6.15 Successors and Assigns

This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of RIVCO.

6.16 Amendments

This Agreement may not be amended except in writing signed by both Parties.

6.17 Severability

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the

validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

6.18 Interpretation

In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

6.19 Governing Law

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of Los Angeles, State of California, but only after dispute resolution as provided herein.

6.20 Conflict of Interest

For the term of this Agreement, no member, officer or employee of RIVCO, during the term of his or her service with RIVCO, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

6.21 Equal Opportunity Employment

Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age, physical handicap, medical condition, marital status or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination with or related to the performance of this Agreement. Consultant shall also comply with all relevant provisions of RIVCO's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Consultant must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the Agreement and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the Agreement.

6.22 Drug, Tobacco and Alcohol Free Facilities

All RIVCO facilities are drug, tobacco, and alcohol-free facilities. Any drug, tobacco (smoked or smokeless), and/or alcohol use is prohibited at all times on all areas of RIVCO or District facilities.

6.23 Exhibits and Recitals

All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

6.24 Assignment and Subconsultants

Consultant shall not assign, delegate, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of RIVCO, which may be withheld for any reason. Consent to one assignment shall not be deemed to be consent to any subsequent assignment. Nothing contained herein shall prevent Consultant from employing

independent associates and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

6.25 *Third Party Rights*

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than RIVCO and Consultant.

Balance of page intentionally left blank.

6.26 *Notices*

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the following entities and shall be effective upon receipt thereof.

CONSULTANT:

«VENDORNAME»
«ADDRESS»
«CITYSTATEZIP»
«PHONE»
Attention: «NAME»
«EMAIL»

RIVCO:

**RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE
DISTRICT
c/o Purchasing Department
Attention: Kim Nguyen, Purchasing Director
1651 16th St., Santa Monica, CA 90404
Attention: Kim Nguyen, Purchasing Director**

6.27 *Entire Agreement*

This Agreement represents the entire understanding of RIVCO and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

6.28 *Counterparts/ Electronic Signatures*

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 party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic 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. Electronic signature means an electronic sound,

symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

«VENDORNAME»

**RIVERSIDE COUNTY REGIONAL
PARK AND OPEN SPACE DISTRICT**

By: _____

By: _____

Signature

Signature

Print
Name: _____

Print
Name: _____

Title: _____

Title: _____

Federal
Tax I.D. No.: «TAXID»

**EXHIBIT A
Work Authorization Form**

Firm	«VENDORNAME»	Task Order Number	
Attn:	«NAME»	Contract #	«NUM»
Requestor		Date Requested	
Due By		Deliverables (Y/N)	

TASKS/DELIVERABLES	
Tasks Required/Deliverables	Due Dates
1.	

Cost/Payment Schedule	
Task	Authorized Cost Per Task
	(Please indicate lump sum or NTE)
1.	
2.	
3.	

TOTAL MAXIMUM AUTHORIZED COST _____ \$???

Request Details

By signing below, Parties have verified that there is sufficient capacity remaining in the Master Agreement #«NUM» for «TYPE» consulting services. The work authorized herewith may be completed and paid for beyond the Master Agreement expiration date. The terms and conditions of the Master Agreement remain in full force and effect until the work authorized herewith is completed to the satisfaction of the District.

Consultant:

Agreement to Perform by: _____ (signature)

Date: _____

Print Name: _____/Title: _____

District:

Authorized to Proceed by: _____ (signature)

Date: _____

Print Name: _____/Title: _____

The following Exhibit B Additional Terms and Conditions shall apply when providing licensed architectural services. Any sections that do not apply to a given Project shall be identified as not applicable in the Work Authorization. Example: "Exhibit B, paragraph X.X is not applicable to this WA." This document may be used and edited to create a Project Specific one with the Work Authorization. If a Project Specific Additional Terms and Conditions is issued with the WA, it will supersede the below architectural services Additional Terms and Conditions below. The Term A/E shall refer to the Consultant identified in this Master Agreement.

EXHIBIT B – ADDITIONAL TERMS AND CONDITIONS FOR ARCHITECTURAL SERVICES

1.1 **Employment of A/E.** A/E promises and agrees to furnish to RIVCO all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as "Services"). Each Service will be further defined by individual Work Authorizations listed in Exhibit 'A'. The Services are more particularly described throughout this Agreement, including Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by A/E shall be subject to the sole and discretionary approval of the RIVCO, which approval shall not be unreasonably withheld.

1.2 **Project A/E; Key Personnel.** A/E shall name a specific person to act as Project A/E, subject to the approval of RIVCO. Each Work Authorization shall designate the Project A/E assigned to each Project. The Project A/E shall: (1) maintain oversight of the Project at all times; (2) have full authority to represent and act on behalf of the A/E for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with and all contractors, consultants, engineers and inspectors on the Project. Any change in the Project A/E shall be subject to the RIVCO' prior written approval, which approval shall not be unreasonably withheld. The new Project A/E shall be of at least equal competence as the prior Project A/E. In the event that RIVCO and A/E cannot agree as to the substitution of a new Project A/E, RIVCO shall be entitled to terminate this Agreement.

In addition to the Project A/E, A/E has represented to the RIVCO that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, A/E may substitute others of at least equal competence upon written approval of the RIVCO. In the event that RIVCO and A/E cannot agree as to the substitution of key personnel, engineers or consultants, RIVCO shall be entitled to terminate this Agreement for cause. As discussed below, any personnel, engineers or consultants who fail or refuse to perform the Services in a manner acceptable to the RIVCO, or who are determined by the RIVCO to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the A/E at the request of the RIVCO. The key additional

personnel, engineers and consultants for performance of this Agreement shall be listed in each Work Authorization.

1.3 **Hiring of Consultants and Personnel.**

1.3.1 **Right to Hire or Employ.** A/E shall have the option, unless RIVCO objects in writing after notice, to employ at its expense A/Es, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as A/E may delegate without relieving A/E from administrative or other responsibility under this Agreement. A/E shall be responsible for the coordination and cooperation of A/E's A/Es, engineers, experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by RIVCO in its sole and reasonable discretion. A/E shall notify RIVCO of the identity of all consultants at least fourteen (14) days prior to their commencement of work in order to allow RIVCO time to review their qualifications and decline consent to their participation on the Project if deemed necessary by RIVCO in its sole and reasonable discretion.

1.3.2 **Qualification and License.** All A/Es, engineers, experts and other consultants retained by A/E in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

1.3.3 **Standards and Insurance.** All A/Es, engineers, experts and other consultants hired by A/E shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the RIVCO in writing. Unless changes are approved in writing by the RIVCO, A/E's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

1.3.4 **Assignments or Staff Changes.** A/E shall promptly obtain written RIVCO approval of any assignment, reassignment or replacement of such A/Es, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in A/E's consultants and key personnel shall be subject to approval by RIVCO.

1.3.5 **Draftsman and Clerical Support.** Draftsmen and clerical personnel shall be retained by A/E at A/E's sole expense.

1.4 **Standard of Care; Performance of Employees.**

1.4.1 **Standard of Care.** A/E shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California and shall be fully responsible to RIVCO for any damages to RIVCO and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, A/E shall be fully responsible to the RIVCO for any increased costs incurred by the RIVCO as a result of any such delays in the design or construction of the Project. A/E represents

and maintains that it is skilled in the professional calling necessary to perform the Services. A/E warrants that all of its employees, A/Es, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, A/E represents that it, its employees, A/Es, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

1.4.2 **Performance of Employees.** Any employee or consultant who is reasonably determined by the RIVCO to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the RIVCO, shall be promptly removed from the Project by the A/E and shall not be re-employed to perform any of the Services or to work on the Project.

1.5 **Laws and Regulations.**

1.5.1 **Knowledge and Compliance.** A/E shall keep itself fully informed of and in compliance with all applicable local, state, and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project and shall give all notices required of the A/E by law. A/E shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. If the A/E performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the RIVCO, A/E shall be solely responsible for all costs arising therefrom. A/E shall defend, indemnify and hold RIVCO, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

1.5.2 **Drawings and Specifications.** A/E shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including, but not limited to, the California Building Code, and any requirements of the permitting entity – Riverside County (including structural safety, fire/life safety and access compliance section), in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations after this time, which were not known or reasonably should not have been known, by A/E may be compensated as Additional Services. A/E shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto.

1.5.3 **Americans with Disabilities Act.** A/E will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). A/E shall inform RIVCO of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law and shall provide RIVCO with its interpretation of

such inconsistencies and conflicting interpretations. Unless A/E brings such inconsistencies and conflicting interpretations to the attention of the RIVCO and requests RIVCO' direction on how to proceed, the A/E's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of A/E, and the A/E shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. If A/E brings such inconsistencies and conflicting interpretations to the attention of the RIVCO and request's RIVCO direction on how to proceed, A/E shall be responsible to the RIVCO pursuant to the indemnification provision of this Agreement. RIVCO acknowledges that the requirements of the federal and state accessibility laws are subject to various and possibly contradictory interpretations, and that the A/E cannot warrant or guarantee that its interpretation will be correct. A/E will adhere to the standard of care provided for in this Agreement and will use its reasonable professional efforts and judgment in making its interpretations.

1.5.4 **Permits, Approvals and Authorizations.** A/E shall provide RIVCO with a list of all permits, approvals or other authorizations required for the Project from all federal, state or local governmental bodies with approval jurisdiction over the Project. A/E shall then assist the RIVCO in obtaining all such permits, approvals, and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the RIVCO.

1.6 **Not used.**

1.7 **Schedule of Services.**

1.7.1 **Timely Performance Standard.** A/E shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, A/E shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the RIVCO and within any completion schedules adopted for the Project. A/E agrees to coordinate with RIVCO' staff, contractors and consultants in the performance of the Services, and shall be available to RIVCO' staff, contractors and consultants at all reasonable times.

1.7.2 **Performance Schedule.** A/E shall prepare an estimated time schedule for the performance of A/E's Services, including required elements of paragraph 1.5.4, to be adjusted as the Project proceeds. Such schedule shall be subject to the RIVCO' review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for RIVCO' review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If RIVCO and A/E cannot mutually agree on a performance schedule, RIVCO shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by A/E, without the prior written approval of RIVCO. If the A/E's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the RIVCO will suffer damage for which the A/E will be responsible pursuant to the indemnification provision of this Agreement.

1.7.3 **Excusable Delays.** Any delays in A/E's work caused by the following shall be added to the time for completion of any obligations of A/E: (1) the sole actions or failure to act of RIVCO or its employees; (2) the actions of those in direct contractual relationship not changed by the designer with RIVCO, except those under this contract; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the A/E; and (5) any act of God or other unforeseen occurrence not due to any fault or negligence on the part of A/E. Neither the RIVCO nor the A/E shall be liable for damages, liquidated or otherwise, to the other on account of such excusable delays.

1.7.4 **Request for Excusable Delay Credit.** The A/E shall, within ten (10) calendar days of the beginning of any excusable delay, notify the RIVCO in writing of the causes of delay. RIVCO will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The RIVCO' findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of A/E for extensions of time shall be an extension of the performance time at no cost to the RIVCO. If Additional Services are required as a result of an excusable delay, the parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should A/E make an application for an extension of time, A/E shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

1.8 **A/E Services.** A/E shall fully and adequately complete the Services described in this Agreement and in Exhibit "A" attached hereto and incorporated herein by reference.

1.9 **Project Land and/or Geotechnical Engineering Survey.** If required pursuant to the scope of the Project, the A/E shall prepare or order to be prepared a land survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information. If required pursuant to the scope of the Project, the A/E shall prepare or order to be prepared a geotechnical engineering (soil) survey including but not limited to soil borings of the Project site prepared by a registered geotechnical or civil engineer, any other record documents which shall indicate existing soils conditions, foundation designs and recommendations for structures and land features, and any other pertinent information per Title 24 and the building code.

1.9.1 **Testing.** Retain consultant(s) to conduct soils, geological or other tests required for proper design and inspection of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

1.10 **Additional A/E Services.** At RIVCO's request, A/E may be asked to perform in-scope services not otherwise included in this Agreement, not included within the basic services listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted Architectural practice. As used herein, "Additional Services" mean: (1) any work which

is determined by RIVCO to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary for the A/E to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" attached hereto. A/E shall not perform, nor be compensated for, Additional Services without prior written authorization from RIVCO and without an agreement between the RIVCO and A/E as to the compensation to be paid for such services. RIVCO shall pay A/E for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of A/E pursuant to the indemnification provision of this Agreement. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which A/E was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above.

1.11 **RIVCO Responsibilities.** RIVCO' responsibilities shall include the following:

1.11.1 **Data and Information.** RIVCO shall make available to A/E all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget limitation information, the RIVCO shall provide the A/E with a preliminary construction budget ("RIVCO' Preliminary Construction Budget").

1.11.2 **Inspector of Record.** Appoint and pay, upon mutual agreement with A/E, an Inspector of Record as provided by state law. The Inspector of Record shall be qualified and approved by A/E and by the Division of State A/E, shall be under direction of the A/E, and shall be responsible to, and act in accordance with, the policies of RIVCO and Title 24. The Inspector of Record shall be compensated by the RIVCO and shall be under direct contract with the RIVCO. The construction administration by A/E and its engineers or other consultants shall complement the continuous personal supervision of the Inspector of Record.

1.11.3 **Bid Phase.** Distribute construction documents to bidders and conduct the opening and review of bids for the Project or other procurement processing as applicable.

1.11.4 **Testing.** Retain consultant(s) to conduct HAZMAT, chemical, mechanical, or other tests required for proper design and inspection of the Project to ensure the proper development of the required drawings and specifications.

1.11.5 **Required Inspections and Tests.** Retain consultant(s) to conduct materials testing and inspection, as required by Title 21 of the California Code of Regulations, or to conduct any other environmental or hazardous materials testing and inspection pursuant to any other applicable laws, rules or regulations. Provide test results to the A/E during the course of construction.

1.11.6 **Fees of Reviewing or Licensing Agencies.** Directly pay or reimburse the payment of all fees directly related to this Project as required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

1.11.7 **RIVCO' Representative.** Designate a person to act as its representative for the performance of this Agreement ("RIVCO' Representative"). The RIVCO' Representative shall be authorized to act as liaison between A/E and RIVCO in the administration of this Agreement and the Construction Documents, and shall have the power to act on behalf of the RIVCO for all purposes under this Agreement. Such person shall assist A/E in observing construction of the Project and participating in the preparation of the Punch List Items required by Exhibit "A" attached hereto. RIVCO may designate new and/or different individuals to act as RIVCO' Representative from time to time. The RIVCO' Representative shall render decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the Services, as provided in the excusable delay provisions of this Agreement above.

1.11.8 **Review and Approved Documents.** Review all documents submitted by A/E, including change orders and other matters requiring approval by the RIVCO' Governing Board or other officials. RIVCO shall advise A/E of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

1.12 **Termination, Suspension and Abandonment.**

1.12.1 **RIVCO' Termination for Convenience.** RIVCO hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. A/E shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, A/E shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by RIVCO as a result of the default, if any, by A/E. Upon the RIVCO' request and authorization, A/E shall perform any and all Additional Services necessary to wind up the work performed to the date of suspension, abandonment or termination. A/E hereby expressly waives any and all claims for damages or compensation arising under this Section, except as set forth herein, in the event of such suspension, abandonment or termination.

1.12.2 **RIVCO' Termination for Cause.** If RIVCO determines that the A/E has failed to perform in accordance with the terms and conditions of this Agreement or an A/E Default has occurred, RIVCO may terminate all or part of the Agreement for cause.

6.28.1.1 This termination shall be effective if A/E does not cure its failure to perform within fifteen (15) Days or, if the failure to perform cannot be cured within that period, if A/E does not commence to cure within fifteen (15) Days (or longer, if authorized in writing by RIVCO) after notice of intention to terminate is given by RIVCO. Such notice shall specify the failure in performance.

If a termination for cause occurs, RIVCO will have the right to withhold monies otherwise payable to A/E until RIVCO acceptance of all the documents contracted at the time of termination have been provided. If after termination, RIVCO incurs additional costs, expenses or other damages in connection with the Services for which payment was withheld; such

costs, expenses or other damages shall be deducted from the amounts withheld. If after delivery of contracted documents to the satisfaction of RIVCO, the amounts withheld exceed cost incurred by RIVCO to complete the A/E services, the balance will be paid to A/E. If the costs, expenses or other damages incurred by RIVCO exceed the amounts withheld, A/E shall be liable to RIVCO for the difference. The provisions of this paragraph are in addition to, and not a limitation upon, any other rights and remedies of RIVCO under law or in equity.

1.12.3 **A/E's Termination for Cause.** This Agreement may be terminated by the A/E upon thirty (30) days written notice to the RIVCO only when the RIVCO has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the RIVCO' failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the A/E shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the RIVCO to conclude the work performed to the date of termination. Upon the RIVCO' request and authorization, A/E shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

1.12.4 **RIVCO' Suspension of Work.** If A/E's Services are suspended by RIVCO, RIVCO may require A/E to resume such Services within ninety (90) days after written notice from RIVCO. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the RIVCO and A/E.

1.12.5 **Documents and Other Data.** Within seven (7) calendar days following suspension, abandonment or termination of this Agreement, A/E shall provide to RIVCO all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined in Section 1.14.1 below, to which RIVCO would have been entitled at the completion of A/E's Services under this Agreement. Upon payment of the amount required to be paid to A/E pursuant to the termination provisions of this Agreement, RIVCO shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of A/E under this Agreement. In the event of a dispute regarding the amount of compensation to which the A/E is entitled under the termination provisions of this Agreement, A/E shall provide all Project Documents to RIVCO upon payment of the undisputed amount. A/E shall have no right to retain or fail to provide to RIVCO any such documents pending resolution of the dispute. A/E shall make such documents available to RIVCO without additional compensation other than as may be approved as a reimbursable expense.

1.12.6 **Employment of other A/Es.** In the event this Agreement is terminated in whole or in part as provided herein, RIVCO may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

1.13 **Ownership and Use of Documents; Confidentiality.**

1.13.1 **Ownership.** Pursuant to the requirements of RIVCO all plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, Architectural presentation drawings, structural computations, estimates and

any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on electronically (hereinafter referred to as the "Project Documents") shall be and remain the property of RIVCO. Although the official copyright in all Project Documents shall remain with the A/E or other applicable subcontractors or consultant, the Project Documents shall be the property of RIVCO whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, A/E shall provide to RIVCO copies of all Project Documents required by RIVCO. In addition, A/E and all sub-consultants shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project and shall make copies available to RIVCO upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, A/E shall make a reasonable effort to notify RIVCO and provide RIVCO with the opportunity to obtain the documents.

1.13.2 **Right to Use.** A/E grants to RIVCO the right to use and reuse all or part of the Project Documents, at RIVCO' sole discretion and with no additional compensation to A/E, for the following purposes:

- (A) The construction of all or part of this Project;
- (B) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;
- (C) The construction of another project by or on behalf of the RIVCO for its ownership and use;

RIVCO is not bound by this Agreement to employ the services of A/E in the event such documents are used or reused for these purposes. RIVCO shall be able to use or reuse the Project Documents for these purposes without risk of liability to the A/E or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit RIVCO' right to recover for latent defects or for errors or omissions of the A/E.

Any use or reuse by RIVCO of the Project Documents on any project other than this Project without employing the services of A/E shall be at RIVCO' own risk with respect to third parties. If RIVCO uses or reuses the Project Documents on any project other than this Project, it shall remove the A/E's seal from the Project Documents and indemnify and hold harmless A/E and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

A/E shall not be responsible or liable for any revisions to the Project Documents made by any party other than the A/E, a party for which the A/E is legally responsible or liable, or anyone approved by the A/E.

1.13.3 **License.** This Agreement creates a non-exclusive and perpetual license for RIVCO to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. A/E shall require any and all subcontractors and consultants to agree in writing that RIVCO is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

1.13.4 **Right to License**. A/E represents and warrants that A/E has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that A/E prepares or causes to be prepared pursuant to this Agreement. A/E shall indemnify and hold RIVCO harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. A/E makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than A/E and provided to A/E by RIVCO.

1.13.5 **Confidentiality**. All Project Documents, either created by or provided to A/E in connection with the performance of this Agreement, shall be held confidential by A/E to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of RIVCO, be used or reproduced by A/E for any purposes other than the performance of the Services. A/E shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to A/E which is otherwise known to A/E or is generally known, or has become known, to the related industry shall be deemed confidential. A/E shall not use RIVCO' name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, website/internet, television or radio production or other similar medium without the written consent of RIVCO.

1.14 **Subcontractor and Consultant Insurance Requirements**. A/E shall not allow any of its A/Es, engineers, experts or other consultants to commence work on any subcontract until they have provided evidence satisfactory to the RIVCO that they have secured all insurance required under this Section. If requested by A/E, RIVCO may approve different scopes or minimum limits of insurance for particular A/Es, engineers, experts or other consultants. Unless otherwise approved by the RIVCO, the A/Es, engineers, experts and other consultants shall comply with each and every provision of this Section.

1.15 **Records**. A/E shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. A/E shall allow a representative of RIVCO during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. A/E shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

1.16 **Standardized Manufactured Items**. A/E shall cooperate and consult with RIVCO in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to RIVCO' criteria to the extent such criteria do not interfere with building design.

1.17 **Limitation of Agreement**. This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of

the Project, or at any other RIVCO site, will be covered by, and be the subject of, a separate Agreement for Architectural services between RIVCO and the A/E chosen therefor by RIVCO.

1.18 **Mediation.** Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the parties.

1.19 **Asbestos Certification.** A/E shall certify to RIVCO, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the A/E prepares for the Project. A/E shall require all consultants who prepare any other documents for the Project to submit the same written certification. A/E shall also assist the RIVCO in ensuring that contractors provide RIVCO with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. A/E shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

1.20 **Compensation.**

1.20.1 **A/E's Compensation for Basic Services.** Total Compensation to be agreed to at time of assignment of each Work Authorization. This contract has no dollar value until modified by subsequent Work Authorization. This Total Compensation amount shall be based upon the scope of services in the Work Authorization.

1.20.2 **Reimbursable Expenses.** Reimbursable expenses are in addition to compensation for the Services and Additional Services. A/E shall not be reimbursed for any expenses unless authorized in writing by RIVCO in the Work Authorization. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by A/E in the interest of the Project. A/E shall be required to acquire prior written consent in order to obtain reimbursements.

1.20.3 **Withholding Payment to A/E.** The RIVCO may withhold payment, in whole or in part, to the extent reasonably necessary to protect the RIVCO from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the intentional or negligent acts, errors or omissions protected under the indemnification provisions of this Agreement. Failure by RIVCO to deduct any sums from a progress payment shall not constitute a waiver of the RIVCO' right to such sums. The RIVCO may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefore, to the payment of any expenses, losses, or damages as determined by the RIVCO, incurred by the RIVCO for which A/E is liable under the Agreement or state law. Payments to the A/E for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the A/E shall not be withheld, postponed, or made contingent upon receipt by the RIVCO of offsetting reimbursement or credit from parties not within the A/E's reasonable control.

1.20.4 **Prevailing Wages.** A/E is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, A/E agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. RIVCO shall provide A/E with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. A/E shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the A/E's principal place of business and at the Project site. A/E shall defend, indemnify and hold the RIVCO, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the A/E or its consultants to comply with the Prevailing Wage Laws.

End of Exhibit B

The following Exhibit C Basic A/E Scope of Service shall apply when providing licensed architectural services on a full-service, complex Project. This scope will be invoked by reference in a Work Authorization. If Exhibit C is invoked by reference, any sections that do not apply to a given Project shall be identified as not applicable in the Work Authorization. This document may be edited and used for a Project Specific Work Authorization attachment. If not invoked by reference or attachment, Exhibit C does not apply to any specific Work Authorization. The Term A/E shall refer to the Consultant identified in the Master Agreement.

EXHIBIT C – BASIC A/E SCOPE OF SERVICE

1. **GENERAL REQUIREMENTS.**

1.1 Criteria for **Basic Services**. A/E agrees to perform Work Authorizations under this contract using all the necessary professional architectural, landscape architectural, engineering (e.g. civil, mechanical, electrical, plumbing, structural, site engineering, land surveying, geotechnical and any other necessary engineering services) and construction administration services for the Project in a timely and professional manner, consistent with the standards of the profession, including those provided for herein. Actual work required for each project will be defined in Work Authorization. Criteria detailed in this Exhibit not required by an individual Work Authorization will not be expected to be performed.

1.2 **Exclusions from Basic Services**. Exclusions from Basic Services, such as Hazardous Materials Abatement Testing and Remediation Plans, must be identified in advance in the Work Authorization.

1.3 **Additional Services**. A/E shall perform the following Additional Services for the Project:

The A/E shall perform the following additional services under this Agreement only if said services are authorized in advance in writing by the RIVCO. Said additional services shall be compensated in accordance with fees identified in the Work Authorization.

A. Revisions and changes in approved drawings and the preparation of alternate and/or deductive change orders requested by the RIVCO, except as otherwise required by this contract, and excluding corrections of design errors, conflicts, and/or omissions by A/E in the work performed under this Agreement.

B. Supervision of repair of damage to the Project not resulting from fault of the A/E.

C. The preparation of measured drawings of pre-existing structures as authorized by the RIVCO.

D. The additional services caused by the delinquency or insolvency of the contractor.

E. If directed or requested by the RIVCO, the employment of special consultants, the preparation of special delineation of models, and overtime work by the A/E's employees, except as otherwise required by this contract.

F. Providing contract administration services after the construction contract time has been exceeded through no fault of the A/E where it is determined that the fault is that of the contractor and liquidated damages are collected therefor.

1.4 **Cooperation and Communication with RIVCO.** A/E shall cooperate and participate in consultations and conferences with RIVCO, RIVCO' consultants, authorized representatives of RIVCO, and/or other local, regional, or state agencies concerned with the Project, which may be necessary for the completion of the Project or the development of the drawings, specifications and documents in accordance with the applicable standards and requirements of law and the RIVCO. Such consultations and conferences shall continue throughout the planning and construction of the Project and the contractor's warranty period. A/E shall take direction only from the RIVCO' Representative, or any other representative specifically designated by the RIVCO for this Project, including any construction manager hired by the RIVCO.

1.5 **Coordination and Cooperation with Construction Manager.** The RIVCO may hire a construction manager to administer and coordinate all or any part of the Project on its behalf. If the RIVCO does so, it shall provide a copy of its agreement with the construction manager so that the A/E will be fully aware of the duties and responsibilities of the construction manager. The A/E shall cooperate with the construction manager and respond to any requests or directives authorized by the RIVCO to be made or given by the construction manager. The A/E shall request clarification from the RIVCO in writing if the A/E should have any questions regarding the authority of the construction manager.

1.6 **Opinions of Cost.** In conjunction with the other duties described herein, the A/E shall continuously monitor construction costs and shall inform the District Representative of cost impacts as the design and construction progress. Detailed estimating may be required as an extra service.

2. **INITIAL PLANNING PHASE.**

During the initial planning phase of the Project, A/E shall do all of the following, as well as any incidental services thereto:

2.1 **Educational Programming.** Assist RIVCO in the preparation of educational programming for the Project to define the scope, size, space relationship and site development.

2.2 **Project Feasibility.** Provide advice and assistance to RIVCO in determining the feasibility of the Project, analysis of the type and quality of materials and construction to be selected, the site location, and other initial planning matters, including, but not limited to, developing a building program identifying and confirming the facility functions, square footage requirements, adjacency relationships, flow diagrams and equipment needs (including a

preliminary construction cost estimate based on area costs). Existing equipment needs, data and inventory to be provided by the RIVCO.

2.3 **Meeting Budget and Project Goals.** A/E shall notify RIVCO in writing of potential complications, cost overruns, unusual conditions, and general needs that potentially impact the Project budget and timeline, including the RIVCO' Preliminary Construction Budget. A/E shall use its best judgment in determining the balance between the size, type and quality of construction to achieve a satisfactory solution within the Project's budget and construction allowance. It shall be the duty of the A/E to suggest alternatives to RIVCO which would reduce costs and to design the Project within budget and State Allocation Board cost standards, if any. As discussed below in Section 7 of this Exhibit, if the lowest responsive and responsible bid for the Project exceeds the budget by the stated percentage amount, A/E may be required to make the necessary changes in the drawing and specifications, at its sole cost and expense, to bring the bids within the required budget.

2.4 **Permits, Approvals and Authorizations.** As indicated in Section 1.5.4, A/E shall assist RIVCO in securing easements, encroachment permits, rights of way, dedications, infrastructures and road improvements, as well as coordinating with utilities and adjacent property owners.

3. **SCHEMATIC PLAN PHASE.**

During the schematic plan phase of the Project, A/E shall do all of the following, as well as any incidental services thereto:

3.1 **Approval and Revisions.** RIVCO shall review, study, and check the work product developed during the Initial Planning Phase and presented to it by A/E, and request any necessary revisions or obtain any necessary approvals by the RIVCO' Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project. A/E shall make all RIVCO requested changes, additions, deletions, and corrections in such work product at no additional cost, so long as they are not inconsistent with earlier RIVCO direction.

3.2 **Funding Documents.** If applicable, A/E shall provide a site plan and all other Project-related information necessary and required for an application by RIVCO to any federal, state, regional, or local agencies for funds to finance the construction Project.

3.3 **Schematic Plans.** In cooperation with RIVCO, A/E shall prepare the conceptual design of the Project, illustrating the scale and relationship of the Project components ("Schematic Plans"). The Schematic Plans shall include a conceptual site plan, if appropriate, and preliminary plans and studies, sections, elevations, schematic drawings, site utilization plans, and phasing plans showing the scale and relationship of the components of the Project, the plot plan development at the site, and the proposed Architectural concept of the buildings. A/E shall incorporate the educational programs and the functional requirements of RIVCO into the Schematic Plans. At the A/E's option, the Schematic Plans may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described

in writing. The Schematic Plans shall meet all laws, rules and regulations of the State of California, including but not limited to, the regulations of Riverside County, as well as the jurisdictions based on the location of specific work. The Schematic Plans shall show all rooms incorporated in each building of the Project in single-line drawings, and shall include all revisions required by RIVCO or by any federal, state, regional or local agency having jurisdiction over the Project. All Architectural drawings for the Project shall be in a form suitable for reproduction.

3.4 **Preliminary Project Budget.** A/E shall use the RIVCO' Preliminary Construction Budget and its own expertise and experience with the Project to establish a preliminary project budget or allowance in a format required by RIVCO or, if applicable, by any construction funding agency identified by RIVCO ("A/E's Preliminary Project Budget"). The purpose of the A/E's Preliminary Project Budget is to show the probable Project cost in relation to RIVCO' Preliminary Construction Budget and the construction standards of any applicable funding agency. If A/E perceives site considerations which render the Project expensive or cost prohibitive, A/E shall disclose such conditions in writing to RIVCO immediately. As stated below in Section 7 of this Exhibit, if the lowest responsive and responsible bid for the Project exceeds the budget by more than the stated percentage amount, A/E may be required to make the necessary changes in the drawings and specifications, at its sole cost and expense, to bring the bids within the required budget A/E shall provide a preliminary written time schedule for the performance of all construction work on the Project.

3.5 **Copies of Schematic Plans and Other Documents.** A/E, at its own expense, shall provide a complete set of the Schematic Plans described herein for RIVCO' review and approval. Additionally, at RIVCO' expense unless otherwise negotiated, A/E shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project, including but not limited to, any other appropriate federal, state, regional or local regulatory bodies. Any additional copies required by RIVCO shall be provided at actual cost to RIVCO.

4. **DESIGN DEVELOPMENT PHASE.**

During the design development phase of the Project, A/E shall do all of the following, as well as any incidental services thereto:

4.1 **Approval and Revisions.** RIVCO shall review, study, and check the Schematic Plans presented to it by A/E, and request any necessary revisions or obtain any necessary approvals by the RIVCO' Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project. A/E shall make all RIVCO requested changes, additions, deletions, and corrections in the Schematic Plans at no additional cost, so long as they are not inconsistent with earlier RIVCO direction.

4.2 **Design Development Documents.** Once RIVCO provides A/E with specific written approval of the Schematic Plans described herein, A/E shall prepare design development documents consisting of: (1) site and floor plans; (2) elevations; (3) sections; (4) typical construction details; (5) equipment layouts; and (6) any other drawings and documents sufficient to fix and describe the types and makeup of materials, as well as the scope, relationships, forms, size, appearance and character of the Project's structural, mechanical and electrical systems, and

to outline the Project specifications ("Design Development Documents"). The Design Development Documents shall be prepared in sufficient form to present to the RIVCO' Governing Board for approval.

4.3 **Copies of Design Development and Other Documents.** A/E, at its own expense, shall provide three (3) complete sets of the Design Development Documents described herein for RIVCO' review and approval. Additionally, at RIVCO' expense unless otherwise negotiated, A/E shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project, including but not limited to, any other appropriate federal, state, regional or local regulatory bodies. Any additional copies required by RIVCO shall be provided at actual cost to RIVCO.

4.4 **Updated Project Budget.** A/E shall use its Preliminary Project Budget and expertise and experience with the Project to establish an updated estimate of probable construction costs, containing detail consistent with the Design Development Documents as set forth herein and containing a breakdown based on types of materials and specifications identified herein ("A/E's Updated Project Budget").

4.5 **Timetable.** A/E shall provide a written timetable for full and adequate completion of the Project to RIVCO.

4.6 **Application for Approvals.** A/E shall assist RIVCO in applying for and obtaining required approvals from all federal, state, regional or local agencies concerned with the Project, including but not limited to any appropriate federal, state, regional or local regulatory bodies. A/E shall furnish and process all Architectural and engineering information required to prepare and process applications to applicable utilities in order to secure priorities and materials, to aid in the construction of the Project and to obtain final Project approval and acceptance by any of the above agencies as may be required.

4.7 **Color and Other Aesthetic Issues.** A/E shall provide, for RIVCO' review and approval, a preliminary schedule of all color materials and selections of textures, finishes and other matters involving an aesthetic decision about the Project.

4.8 **Contract Delivery Method.** A/E shall advise RIVCO on contract delivery methods for the Project and provide Project drawings, specifications and bid documents, discussed in sections 5 and 6 to support RIVCO' approved delivery method.

5. **FINAL WORKING DRAWINGS AND SPECIFICATIONS.**

During the final working drawings and specifications phase of the Project, A/E shall do all of the following, as well as any incidental services thereto:

5.1 **Approval and Revisions.** RIVCO shall review, study, and check the Design Development Documents presented to it by A/E, and request any necessary revisions or obtain any necessary approvals by the RIVCO' Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project. A/E shall make all RIVCO requested

changes, additions, deletions, and corrections in the Design Development Documents at no additional cost, so long as they are not inconsistent with earlier RIVCO direction.

5.2 **Final Working Drawings and Specifications.** Once RIVCO provides A/E with specific written approval of the Design Development Documents described herein, A/E shall prepare such complete working drawings and specifications as are necessary for developing complete bids and for properly executing the Project work ("Final Working Drawings and Specifications"). Such Final Working Drawings and Specifications shall be developed from the Schematic Plans and Design Development Documents approved by RIVCO. The Final Working Drawings and Specifications shall set forth in detail all of the following: (1) the Project construction work to be done; (2) the materials, workmanship, finishes, and equipment required for the Architectural, structural, mechanical, and electrical systems; and (3) the utility service connection equipment and site work. As indicated in Section 3.10.2, RIVCO may be requested to supply A/E with the necessary information to determine the proper location of all improvements on and off site, including existing record drawings ("existing record drawings") in RIVCO' possession. A/E will make a good-faith effort to verify the accuracy of such information by means of a thorough interior and exterior visual survey of site conditions. RIVCO shall also make a good-faith effort to verify the accuracy of the existing record drawings and provide any supplemental information to A/E which may not be shown on the existing record drawings. A/E shall not be responsible for the accuracy of the existing record drawings, except to the extent that any inaccuracy should have been detected by the A/E, pursuant to its standard of care, from readily available documents and visual observations of existing conditions.

5.3 **Form.** The Final Working Drawings and Specifications must be in such form as will enable A/E and RIVCO to secure the required permits and approvals from all federal, state, regional or local agencies concerned with the Project, including but not limited to any appropriate federal, state, regional or local regulatory bodies. In addition, the Final Working Drawings and Specifications must be in such form as will enable RIVCO to obtain, by competitive bidding, a responsible and responsive bid within the applicable budgetary limitations and cost standards. The Final Working Drawings and Specifications shall be clear and legible so that uniform copies may be on standard Architectural size paper, properly indexed and numbered, and shall be capable of being clearly copied and assembled in a professional manner by A/E.

5.4 **Approval and Revisions.** RIVCO shall review, study, and check the Final Working Drawings and Specifications presented to it by A/E, and request any necessary revisions or obtain any necessary approvals by RIVCO' Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project, including but not limited to any appropriate federal, state, regional or local regulatory bodies. A/E shall submit Project Documents to government authorities for approval and RIVCO will pay any fees as reimbursable expenses.

A/E shall make all RIVCO-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications at no additional cost, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier RIVCO direction or A/E's professional judgment. A/E shall bring any such conflicts and/or inconsistencies to the attention of RIVCO. The parties agree that A/E, and not the RIVCO, possesses the requisite expertise to determine the constructability of the Final Working Drawings

and Specifications. However, the RIVCO reserves the right to conduct one or more constructability review processes with the Final Working Drawings and Specifications, and to hire an independent A/E or other consultant to perform such reviews. Any such independent constructability review shall be at RIVCO' expense. A/E shall make all RIVCO-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications which may result from any constructability review, at no additional cost to the RIVCO, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier RIVCO direction or A/E's professional judgment. If such changes, additions, deletions or corrections are inconsistent with prior RIVCO direction, A/E shall make such alterations and be compensated therefore pursuant to the Additional Services provision of this Agreement.

5.5 **Costs of Construction.** It is understood by A/E that should the Final Working Drawings and Specifications be ordered by RIVCO, RIVCO shall specify the sum of money set aside to cover the total cost of construction of the work, exclusive of A/E's fees. Should it become evident that the total construction cost will exceed the specified sum, A/E shall at once present a statement in writing to the RIVCO' Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based.

5.6 **Copies of Final Working Drawings and Specifications and Other Documents.** A/E, at its own expense, shall provide three (3) complete sets of the Final Working Drawings and Specifications described herein for RIVCO' review and approval. Additionally, at RIVCO' expense unless otherwise negotiated, A/E shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project, including but not limited to, any other appropriate federal, state, regional or local regulatory bodies. Any additional copies required by RIVCO shall be provided at actual cost to RIVCO.

6. **CONSTRUCTION CONTRACT DOCUMENTS.**

During the construction contract documents phase of the Project, A/E shall do all of the following, as well as any incidental services thereto:

6.1 **Bid and Contract Documents.** A/E shall assist RIVCO in the completion of all bid and construction documents, including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Contract Bid Forms (including Alternate Bids as requested by RIVCO), Contract, General Conditions, Supplementary General Conditions, Special Conditions, other necessary conditions of the contract, Project Manual (e.g. conditions of the contract, specifications, and bidding requirements and sample forms), DVBE and other applicable affirmative action documents, Performance Bond, Payment Bond, Escrow Agreement for Security Deposits, and any other certifications and documents required by federal, state and local laws, rules and regulations which may be reasonably required in order to obtain bids responsive to the specifications and drawings. All such documents shall be subject to the approval of RIVCO and RIVCO' legal counsel.

6.2 **Final Estimate.** At the time of delivery of these bid and construction documents, which shall include the Final Working Drawings and Specifications (collectively referred to herein as the "Construction Documents"), A/E shall provide RIVCO with its final estimate of probable

construction cost ("A/E's Final Estimate"). As stated above, it shall be the A/E's duty to design the Project within budget.

7. **BID PHASE.**

During the bid phase of the Project, A/E shall do all of the following, as well as any incidental services thereto:

7.1 **Reproducible Construction Documents.** Once RIVCO provides A/E with specific written approval of the Construction Documents and A/E's Final Estimate, A/E shall provide to DISTRICT three (3) sets of reproducible Construction Documents.

7.2 **Distribution of Contract Documents and Review of Bids.** A/E shall assist RIVCO in distributing the Construction Documents to bidders including to plan rooms and electronically, and conducting the opening and review of bids for the Project. RIVCO will reimburse the A/E for the cost of reproducing bid sets, addenda and related delivery charges.

7.3 **Over budget.** If the apparent lowest responsive and responsible bid on the Project exceeds the A/E's Final Estimate by more than five percent (5%), RIVCO may request A/E to amend, at A/E's sole cost and expense, the Final Drawings and Specifications in order to rebid the Project and receive a lowest responsive and responsible bid equal to or less than the A/E's Final Estimate. All revisions necessary to bring the lowest responsive and responsible bid within the A/E's Final Estimate, including any omissions, deferrals or alternates, shall be made in consultation with, and subject to the approval of, the RIVCO.

8. **CONSTRUCTION PHASE.**

During the construction phase of the Project, A/E shall do all of the following, as well as any incidental services thereto:

8.1 **Observation.** The Project A/E shall observe work executed from the Final Working Drawings and Specifications in person, provided that RIVCO may, in its discretion, consent to such observation by another competent representative of A/E.

8.2 **General Administration.** A/E shall provide general administration of the Construction Documents and the work performed by the contractors.

8.3 **Pre-Construction Meeting.** A/E shall conduct one or more pre-construction meetings, as the RIVCO determines is needed for the Project, with all interested parties.

8.4 **Site Visits of Contractor's Work.** A/E shall conduct site visits to observe each contractor's work for general conformance with the Construction Documents and with any approved construction schedules or milestones. Such site visits shall be conducted as often as are necessary and appropriate to the stage of construction, according to the RIVCO' sole discretion, but in no event less than weekly.

8.5 **Site Visits of Inspector's Work.** A/E shall conduct site visits to communicate and observe the activities of the Project inspectors, including the Inspector of Record. Such site visits shall be conducted as often as is mutually acceptable to A/E and RIVCO. A/E shall direct the Project inspectors and the Project contractors, and shall coordinate the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to, underground utility lines.

8.6 **Coordination of A/E's Consultants.** A/E shall cause all A/Es, engineers and other consultants, as may be hired by A/E or RIVCO, to observe the work completed under their disciplines as required, and approve and review all test results for general conformance with the Construction Documents.

8.7 **Reports.** A/E shall make regular reports as may be required by applicable federal, state or local laws, rules or regulations, as well as the federal, state, regional or local agencies concerned with the Project, including but not limited to, the County in which the Project is located, the City in which the Project is located or any other appropriate federal, state, regional or local regulatory bodies.

8.8 **Construction Meetings; Minutes.** A/E shall attend all construction meetings and provide detailed written reports/minutes to the RIVCO after each construction meeting in order to keep RIVCO informed of the progress of the work within five (5) days of the construction meeting. Such meetings shall occur at a frequency necessary for the progress of the Project work, according to the RIVCO' sole discretion, but no less than weekly.

8.9 **Written Reports.** A/E shall make written reports to RIVCO, at least monthly, to inform DISTRICT of problems arising during construction, changes contemplated as a result of each such problem, and the progress of the Project work. The A/E shall not have control over the acts or omissions of the contractors, subcontractors or their agents or employees, or of any other persons or entities performing or supplying portions of the work which were not employed or hired by A/E. The contractor shall not be relieved of its obligation to perform the work in accordance with the Contract Documents either by activities or duties of the A/E, or by tests, inspections or approvals required or performed by persons other than the contractor.

8.10 **Written Records.** A/E shall keep accurate written records of the progress and quality of the Project work and the time schedules, and shall advise the contractors and RIVCO of any deviations from the time schedule which could delay timely completion of the Project.

8.11 **Material and Test Reports.** A/E shall check and process, in a timely manner, all required material and test reports for the Project work. In addition, A/E shall provide notice of any deficiencies in material or work reflected in such reports, as well as its recommendation for correction of such deficiencies, to the contractors, RIVCO and federal, state, regional or local agencies concerned with the Project, including but not limited to any appropriate federal, state, regional or local regulatory bodies.

8.12 **Review and Response to Submissions.** A/E shall review and respond, in a timely manner, to all schedules, submittals, shop drawings, samples, information requests, change requests, and other submissions of the contractor and subcontractors for compliance with,

or alterations and additions to, the Construction Documents. A/E's review and response shall be completed within five (5) days or less after receipt to ensure the timely and uninterrupted progress of the Project work. Submission requests which involve more work or time than is normally required for routine submissions, as mutually determined by the Parties, may be the subject of additional compensation as Additional Services.

8.13 **Rejection of Work.** A/E shall promptly reject, as discussed with RIVCO, work or materials which do not conform to the Construction Documents. A/E shall immediately notify the RIVCO and contractor(s) of such rejections. A/E shall also have the authority to recommend to the RIVCO that additional inspection or testing of the work be performed, whether or not such work is fabricated, installed or completed.

8.14 **Substitutions.** A/E shall consult with RIVCO, in a timely manner (within five (5) days or less), with regard to substitution of materials, equipment and laboratory reports thereof, prior to the RIVCO' final written approval of such substitutions. A/E's consultation shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work. Substitution requests which involve more work or time than is normally required for routine substitutions, as mutually determined by the Parties, may be the subject of additional compensation as Additional Services.

8.15 **Revised Documents and Drawings.** A/E shall prepare, at no additional expense to RIVCO, all documents and/or drawings made necessary by errors and omissions in the originally approved Construction Documents.

8.16 **Change Requests and Material Changes.** A/E shall evaluate and advise RIVCO, in a timely manner and in writing, of any change requests and material change(s) which may be requested or necessary in the Project plans and specifications. A/E shall provide the RIVCO with its opinion as to whether such change requests should be approved, denied or revised. If the RIVCO has not hired a construction manager or other person to do so, the A/E shall prepare and execute all change orders and submit them to the RIVCO for authorization. If the RIVCO has designated a construction manager or other person to prepare all change orders, the A/E shall review all change orders prepared by such person, execute them and deliver them to the RIVCO for authorization if they meet with the A/E's approval, or submit them to the RIVCO with recommendations for revision or denial if necessary. A/E shall not order contractors to make any changes affecting the contract price without approval by RIVCO of such a written change order, pursuant to the terms of the Construction Documents. A/E may order, on its own responsibility and pending the RIVCO' Governing Board approval, changes necessary to meet construction emergencies, if written approval of RIVCO' Representative is first secured. A/E may also authorize minor changes in the work, pending RIVCO' approval, so long as such changes are not inconsistent with the intent of the Construction Documents and do not involve an adjustment in the contract sum or an extension of the contract time.

8.17 **Applications for Payment.** A/E shall examine, verify and approve contractor's applications for payment, and shall issue certificates for payment in amounts approved by the Project Inspector of Record or the RIVCO' Representative, based on the A/E's observations at the site. The issuance of a certificate for payment shall not be a representation that the A/E has: (1) made exhaustive or continuous on site inspections of the work for which payment is sought;

(2) reviewed construction means, methods, techniques, sequences or procedures for the work for which payment is sought; (3) ascertained how and for what purpose the contractor has used money previously paid; or (4) certified that the work for which payment is sought is without defects.

8.18 **Final Color and Product Selection.** A/E shall coordinate final color and product selection with RIVCO' original design concept.

8.19 **Substantial Completion.** A/E shall determine the date of substantial completion, in consultation with the RIVCO.

8.20 **Punch List.** After determining that the Project is substantially complete, A/E shall participate in the inspection by the IOR of the Project and shall review all remaining deficiencies and minor items needed to be corrected or completed on the Project, including those identified on the punch list prepared by the contractor ("Punch List Items"). A/E shall notify contractor in writing that all Punch List Items must be corrected prior to final acceptance of the Project and final payment. A/E shall also notify RIVCO of all Punch List Items.

8.21 **Warranties.** A/E shall review materials assembled by the contractor and subcontractors with regard to all written warranties, guarantees, owners' manuals, instruction books, diagrams, record "as built" drawings, and any other materials required from the contractors and subcontractors pursuant to the Construction Documents. A/E shall coordinate and provide these materials to the RIVCO.

8.22 **Certificate of Completion.** A/E shall participate in any further inspections of the Project necessary to issue A/E's Certificate of Completion and final certificate for payment.

8.23 **Documents for Project Close-Out.** A/E shall cause all other A/Es, engineers and other consultants, as may be hired by A/E, to file any and all required documentation with the RIVCO or other governmental authorities necessary to close out the Project. A/E shall assist the RIVCO in obtaining such documentation from all other A/Es, engineers, or other consultants.

9. **RECORD DRAWINGS.**

During the record drawings phase of the Project, A/E shall do all of the following, as well as any incidental services thereto:

9.1 **Record Drawings and Specifications.** Not later than thirty (30) days after substantial completion of the Project, before receipt of final payment, A/E shall review and forward the Final Working Drawings and Specifications, indicating on them all changes made by change orders or otherwise pursuant to the Construction Documents, as well as all information called for on the specifications, thus producing an "record" set of Final Working Drawings and Specifications ("Record Drawings and Specifications"). The Record Drawings and Specifications shall show, among other things, the location of all concealed pipe, buried conduit runs and other similar elements within the completed Project. A/E shall personally review and certify that the Record Drawings and Specifications are a correct representation of the information supplied to A/E by the Inspector of Record and the contractor, and shall obtain certifications from the Inspector of Record and the contractor that the drawings are correct.

9.2 **Approval.** Once RIVCO provides A/E with specific written approval of the Record Drawings and Specifications, A/E shall forward to RIVCO the complete set of original Record Drawings and Specifications or a complete set of reproducible duplicate Record Drawings and Specifications. The tracing shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail.

9.3 **Documents for Final Payment.** Prior to the receipt of A/E's final payment, A/E shall forward to RIVCO all of the following: (1) one clear and legible set of reproductions of the computations; (2) the original copy of the stamped & permitted specifications, along with a .pdf file of same; (3) the Record Drawings and Specifications as required herein, in .pdf and hard copy; (4) all final reports of the project compliant with requirements for historic renovations; (5) .pdf of topographic survey and geotechnical reports if provided by A/E, (6) CAD drawings in CAD, with all X-Refs, fully operable, (7) .dwg and .pdf of all approved drawings, and (5) A/E's Certificate of Completion.

10. **WARRANTY PERIOD.**

During the warranty period phase of the Project, A/E shall do all of the following, as well as any incidental services thereto:

10.1 **Advice.** A/E shall provide advice to RIVCO on apparent deficiencies in the Project during any applicable warranty periods for the Project.

End of Exhibit C.

EXHIBIT D – WORK AUTHORIZATION CONTENT SUGGESTIONS

The following outlines items that are needed in Project Work Authorizations. It is intended to guide negotiations and to assist in providing completion of the Work Authorization. The Term A/E shall refer to the Consultant identified in the Master Agreement.

SAMPLE FEE AND PHASING SCHEDULES/WORK AUTHORIZATION(S)**1. Fee and Phasing Schedule.**

The A/E shall be compensated based upon the following Fee Schedule:

A. Design Phase Compensation

Payments on account of the agreed compensation shall be made within thirty (30) days of the RIVCO' acceptance of design phase service in accordance with the percentages set forth below. Billings be lump sum in arrears based upon work completed.

1. Schematic Design – 10% of total Work Authorization sum.
2. Design Development - 25% of total Work Authorization sum
3. Construction Documents – 45% of total Work Authorization sum
4. Construction Documents fully approved and permitted – 10% of total Work Authorization sum
5. Construction Completion and Closeout – 10% of Work Authorization sum

2. Project Specific Scope of Services

1. **Work Authorization No. 1 – PROJECT NAME PLUS SAME TITLE - Design Development and Construction Documents:** SAMPLE - Preparation Design Development and Construction Documents for the new facilities and infrastructure; ADA restroom compliance and general refurbishment of the existing dormitories and craft/lodge buildings; and access improvements linking the primary facilities – dorms, lodges, dining hall, nurse's building and swimming pool per A/E Proposals dated October 27 2008, November 25, 2008, December 12, 2008, and January 8, 2009, as modified herein. Design limited to support of campus plan depicted in A/E December 12, 2008 proposal, Exhibit 1.

Deliverables SAMPLE

- a. Three (3) copies of the Design Development documents for RIVCO review and approval.
- b. Three (3) copies of the Construction Documents for RIVCO review and approval.
- c. Project document approval from appropriate State and Local authorities.
- d. Contract document ready to bid.

- e. Assistance with bidding.

Reimbursable Expenses (at cost plus 5%, and not included in "General" above)

- a. Printing
- b. Delivery
- c. Consultants' fees are not reimbursable as they are included in the lump sum fee

Work Authorization No. 1 Lump Sum fee (EXAMPLE): \$330,000.00 plus \$5,000.00 for miscellaneous reimbursables.

Schedule: Work Authorization to be submitted for permitting by **June 30, 2009**.

Exclusions: Exhibit C Section 9.3 shall exclude delivery of topographic survey and geotechnical report, as RIVCO is contracting for those separately.

EXTRA SERVICES RATES

Should Extra Services be required, and a lump sum not be negotiated, the following hourly rates shall remain valid for the term of the Project:

Insert Rates Here

End of Exhibit D