

MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT

[CONSULTANT'S NAME]

THIS MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2018 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation and the HOUSING AUTHORITY OF THE CITY OF RIVERSIDE, a public entity, (collectively "Agency" or "Agencies"), and [**Enter in CONSULTANT'S NAME**], a [**Enter in entity, *for example: a California corporation, a limited partnership, a limited liability company, etc.***] ("Consultant").

RECITALS

- A. The Agencies require the services of a consultant that is experienced in providing services.
- B. The Agencies issued a Request for Proposals for purposes of establishing a panel of consultants experienced in providing consulting services in each of the following five categories: 1) Property Environmental Site Assessments, Lead & Asbestos Services, 2) Property Acquisition Services, 3) Property Security Guard (Non-Armed) Services, 4) Property Relocation Services, 5) Property Management Services and 6) Appraisal Services.
- C. Consultant has the necessary experience in providing _____ services.
- D. Consultant has submitted a proposal to the Agencies and has affirmed its willingness and ability to provide such services in said category or categories.
- E. Each or any of the Agencies may retain Consultant for various projects pursuant to this Agreement.
- F. The total Contract Price, as defined herein, for all work assigned per fiscal year to each Consultant shall be aggregated without regard to which Agencies retained Consultant.

AGREEMENT

1. Scope of Services.

1.1 The Agencies hereby retain Consultant to perform, and Consultant agrees to render, professional services for various Agency projects ("Assigned Project") as those services are more particularly described in Exhibit "A", "Scope of Services" ("Services"), attached hereto and incorporated herein by reference.

1.2 During the term of this Agreement, as the need arises, Consultant shall have the opportunity to submit proposals for Assigned Projects. The scope of work, including the completion date for the Assigned Project, will be as set forth in writing and issued by an Agency ("Project Narrative"). Any modification to the Services will also be set forth in the Project Narrative. All proposals submitted shall be reviewed by the Contract Administrator, as that term is defined below, and a single consultant will be selected to perform the services for that particular Assigned Project. Acceptance of Consultant's proposal shall be made in the form of a Supplemental Agreement for the Assigned Project, a sample of which is attached hereto as Exhibit "B" and incorporated herein by reference, or by Consultant's acceptance of the terms and conditions of the Agency's Purchase Order.

2. **Term.** This Agreement shall begin on the Effective Date and shall expire five (5) years thereafter ("Expiration Date") or the required date for completion of an Assigned Project, provided a project was assigned prior to the Expiration Date. If the maximum cumulative payment obligation is not reached, the Agencies may, at their option, extend the term for three (3) additional one (1) year terms. Pricing is to remain firm for the entire contract term, including any future extensions.

3. Compensation/Payment.

3.1 **Contract Price.** The total amount to be paid to Consultant for all Assigned Projects pursuant to this Agreement shall not exceed an aggregate of Two Hundred Fifty Thousand Dollars (\$250,000.00) over the term of this Agreement, regardless of which Agency requested the work.

3.2 Consultant shall receive compensation for all Services rendered under this Agreement as follows: \$350 per residential case and \$375 per non-residential case for a relocation plan, \$1,900 for each residential implementation relocation case, \$3,800 for each non-residential implementation relocation case, and \$950 for each replacement housing plan and any additional services shall be billed at \$125 per hour if pre-approved in advance by the Agency and set forth in the Supplemental Agreement or Purchase Order issued by an Agency. There will be no reimbursement for out of pocket expenses including but not limited to travel and lodging, local travel/mileage, photocopying, first class U.S. postage, telephone, facsimile, and mobile/telephone communication charges. With prior written approval, Agencies may choose to approve reimbursement for overnight courier charges, certified return/receipt mail charges, and specialty reproduction charges at cost plus ten percent (10%) for administrative, coordination and handling time.

3.3 Payments shall be made in accordance with the Agencies usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to the Agency at the address set forth in Section 4 hereof. For each Assigned Project, Consultant agrees that each assignment will be on a fixed fee basis, as mutually agreed to in writing by both Agency and Consultant prior to engagement of any assignment.

3.4 In the event Consultant fails, due to its own negligence, to submit any required report to an Agency by the due date set forth in the Project Narrative, the fee to be received

by Consultant may be reduced by ten percent (10%) each three (3) business day period that the report is late.

4. Notices. Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

<u>To Agencies</u>	<u>To Consultant</u>
Real Property Services Division City of Riverside Attn: David Welch, Principal Project Manager 3900 Main Street Riverside, CA 92522 Phone: (951) 826-5665 Fax: (951) 826-5744	[****] Attn: [****] [**Address**] [**City, STATE, ZIP**] Phone: [(***) ***-****]

5. Prevailing Wage. If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. Contract Administration. A designee of the Agencies will be appointed in writing by the Department Director to administer this Agreement on behalf of the Agencies and shall be referred to herein as Contract Administrator.

7. Standard of Performance. While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. Personnel. Consultant shall designate a representative for each Assigned Project ("Project Representative"). Consultant's Project Representative shall be available to the Agencies at all reasonable times and will be the primary individual performing the Services under the Assigned Project. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by reference and assigned to perform portions of the Services shall remain assigned through completion of the Services. Any substitution of personnel or the Project Representative shall be subject to the Agencies' written approval. In the event that the Agencies and Consultant cannot agree as to the substitution of the

Project Representative or other key personnel, the Agencies shall be entitled to terminate this Agreement.

9. Assignment and Subcontracting. Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the Agencies' sole discretion, require Department Director and/or the Agencies respective governing bodies' approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible Agencies Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the Agencies are intended beneficiaries of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the Agencies.

10. Independent Contractor. In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the Agencies. Consultant acknowledges and agrees that the Agencies have no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. Indemnification.

11.1 Design Professional Defined. For purposes of this Agreement, "Design Professional" includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 Defense Obligation For Design Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the Agencies, and the Agencies' employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the Agencies may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the Agencies, and with well qualified, adequately insured and experienced legal counsel acceptable to the Agencies. Consultant will reimburse Client for reasonable defense costs for claims arising out of Consultant's professional negligence based on the percentage of Consultant's liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.3 Indemnity For Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the Agencies and the Agencies' employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Contract, notwithstanding that the Agencies may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the Agencies, and Agencies' employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Contract by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the Agencies, and with well qualified, adequately insured and experienced legal counsel acceptable to the Agencies. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability. Except as to the sole negligence or willful misconduct of the Agencies, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the Agencies may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions. Prior to the Agencies execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the Agency's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 Ratings. Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to the Agencies by certified or registered mail, postage prepaid.

12.1.4 Adequacy. The Agencies, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 Workers' Compensation Insurance. By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers'

compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to the Agencies' execution of this Agreement, Consultant shall file with the Agencies either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with the Agencies. Any certificate filed with the Agencies shall provide that the Agencies will be given ten (10) days prior written notice before modification or cancellation thereof.

12.3 Commercial General Liability and Automobile Insurance. Prior to the Agencies' execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The Agencies, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to the Agencies' execution of this Agreement, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with the Agencies and shall include the Agencies and their officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, the Housing Authority of the City of Riverside, and the City of Riverside as Successor Agency to the Redevelopment Agency of the City of Riverside, and their officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of

Riverside, the Housing Authority of the City of Riverside, and/or the City of Riverside as Successor Agency to the Redevelopment Agency of the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the Agencies and their sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the Agencies.

12.4 Errors and Omissions Insurance. Prior to the Agencies' execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the Agencies from claims resulting from the Consultant's activities.

12.5 Subcontractors' Insurance. Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon the Agencies' request, Consultant shall provide the Agencies with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. Business Tax. Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

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

15. Agencies' Right to Employ Other Consultants. The Agencies reserve the right to employ other Consultants in connection with the Project. If an Agency is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform,

or due to the breach of any of the provisions of this Agreement, the Agency reserves the right to seek reimbursement from Consultant.

16. Accounting Records. Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the Agencies during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by the Agencies' Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the Agencies' name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the Agencies. This provision shall survive the expiration or terminating of this Agreement.

18. Ownership of Documents. All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of the Agencies upon the Agencies' compensation to Consultant for its services as herein provided. Consultant shall not release to others information furnished by the Agencies without prior express written approval of the Agencies. This provision shall survive the expiration or terminating of this Agreement.

19. Copyrights. Consultant agrees that any work prepared for the Agencies, which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to the Agencies, and agrees to provide all assistance reasonably requested by the Agencies in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at the Agencies' expense, but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. This provision shall survive the expiration or terminating of this Agreement.

20. Conflict of Interest. Consultant, for itself and on behalf of the individuals listed in Exhibit "D", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "D" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the Agencies an affidavit disclosing any such interest.

21. Solicitation. Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, the Agencies shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. General Compliance With Laws. Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the Agencies.

23. Waiver. No action or failure to act by an Agency shall constitute a waiver of any right or duty afforded the Agency under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. Amendments. This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and the Agencies.

25. Termination. The Agencies, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the Agencies' rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, the Agencies shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to the Agencies.

25.1 Other than as stated below, the Agencies shall give Consultant thirty (30) days prior written notice prior to termination.

25.2 The Agencies may terminate this Agreement upon fifteen (15) days written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 An Agency decides to abandon or postpone a Project.

26. Offsets. Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to an Agency or the Agencies, the Agencies reserve the right to withhold and offset said amounts from payments or refunds or reimbursements owed by an Agency to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by the Agencies in writing. In the event of a dispute as to the amount owed or whether such amount is owed to an Agency or the Agencies, the Agencies will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

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

28. Venue. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in in the Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

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

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

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

32. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this

Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. Interpretation. The Agencies and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

34. Exhibits. The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services
Exhibit "B" - Supplemental Agreement
Exhibit "C" - Key Personnel

[Signatures on following page]

IN WITNESS WHEREOF, the Agencies and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

[**CONSULTANT'S NAME**],
[**Entity**]

By: _____
City Manager

By: _____

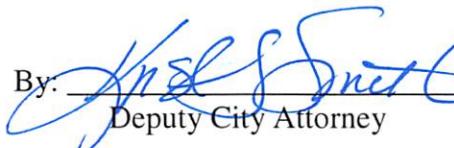
[Printed Name]

Attested to:

By: _____
City Clerk

[Title]

Approved as to form:

By: 
Deputy City Attorney

By: _____

[Printed Name]

[Title]

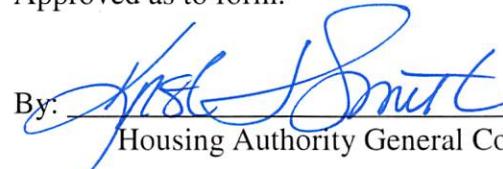
HOUSING AUTHORITY OF THE CITY OF RIVERSIDE, public entity

By: _____
Executive Director

Attested to:

By: _____
Housing Authority Secretary

Approved as to form:

By: 
Housing Authority General Counsel

Certified as to availability of funds

By: _____
Chief Financial Officer

18-0215 TEMPLATE 11/14/18

EXHIBIT "A"

SCOPE OF SERVICES

Phase 1 Environmental Site Assessment (ESA)

Consultants will follow the standard practices of the American Society for Testing Materials (ASTM) Phase I Environmental Site Assessment Process Standard E1527-00, including but not limited to any amendments and any other applicable statutes. Consultants must thoroughly investigate and identify any and all environmental impairment liabilities affecting the subject property.

Consultants shall provide the following services, including but not limited to:

- 1) Review of all applicable regulatory agency records to identify recognized environmental conditions and/or concerns related to the subject property(ies).
- 2) Review and research all historical uses of the property(ies) and surrounding areas, including but not limited to, aerial photographs, fire insurance maps, building permits, and USGS topographical maps.
- 3) Identify all recognized environmental conditions (RECs) and historical RECs related to the subject property(ies) and surrounding areas.
- 4) Perform visual inspection and site reconnaissance of the property(ies) and adjacent sites for indications of potential for environmental concerns, contaminants, and/or contamination generators.
- 5) Interview current and past owner(s), site manager(s), and occupant(s) to research site usage and potential environmental concerns.
- 6) Contact regulatory agencies regarding RECs related to the property(ies).
- 7) Provide report summarizing findings, including but not limited to, site inspections, review and research of maps and records, and interviews.
- 8) If the Phase 1 ESA conclusions recommend a Phase 2 ESA for further investigation, the report must include a comprehensive scope of work for the Phase 2 ESA. Consultants should have the capability to oversee, select, monitor, and issue a complete Phase 2 ESA and/or Phase 3 ESA to the Agency.
- 9) Reports will not be considered accepted until such time as the Agency receives and approves a written response from Consultant to any and all regulatory database searches, regulatory agency record sources, and any and all other sources where information has been requested. Confirmation of all relevant documents must be received by the Agency before a Phase I ESA is accepted as complete and an invoice is submitted for payment.

- 10) Provide two (2) copies of final report (one (1) bound, one (1) un-bound) and one (1) electronic copy of findings, opinions, and conclusions, with supporting data, presented in report form.

Phase 2 Environmental Site Assessment

Consultant will follow the standard practices of the American Society for Testing Materials (ASTM), Standard E1903-02, Standard Guide for Environmental Site Assessments, and any other known county, state and/or federal regulations, guidelines, and/or any other applicable statutes. Consultant must thoroughly investigate and identify any and all environmental impairment liabilities affecting the subject property(ies).

Consultant shall provide the following services:

- 1) Subsurface Sampling and Analysis Plan (SAP), including proposed locations, depths, and types, including but not limited to, soil, water, and vapor; plan must be review and approved by the Agency prior to executing the SAP.
- 2) Geophysical Survey to identify presence of underground utilities at each proposed soil boring location.
- 3) Health and Safety Plan to document safety aspects of the field work to be performed.
- 4) Field investigation, including execution of the SAP; Consultant must obtain any necessary permits as required.
- 5) Submit samples for laboratory analysis.
- 6) Tabulation of laboratory results, including chain of custody documentation.
- 7) Provide two (2) copies (one (1) bound, one (1) un-bound) and one (1) electronic copy of a complete Phase 2 ESA, containing results of sampling, including findings, opinions, recommendations, conclusions, and plan for addressing any conditions discovered, including supporting documentation.

Asbestos and Lead-Based Paint Surveys

Consultant must thoroughly investigate and identify the presence of asbestos containing materials (ACM), lead-based paint (LBP), and any other pertinent hazardous materials on the subject property(ies), prior to the Agency demolishing existing structures. All areas of structure(s) must be investigated.

Consultant must be certified for conducting sampling. All sampling must be performed in accordance with AHERA guidelines, 40 CFR, Part 763, OSHA 29 CFR 1926.1101 and Title 8 CCR 1259, EPA, California Department of Public Health Title 17 CCR Division 1, Chapter 8,

Section 35033, California Department of Toxic Substances Control, and any other applicable local requirements.

Consultant, at a minimum, will provide the following:

- 1) Visual and/or field inspections to locate potential ACM and/or LBP materials.
- 2) Conduct samplings in accordance with all applicable laws, guidelines, and standards.
- 3) Prior to performing any sampling, if desired by the Agency, provide a sampling plan to include location, number, and type of samples to be taken.
- 4) Survey report must contain a summary of the work scope, summary of field inspections, field notes, analytical methodology, executive summary of ACM and LBP identified, laboratory results, plats showing sample locations, calibration data for instrumentation, and personnel credentials.
- 5) Provide two (2) copies (one (1) bound, one (1) un-bound) and one (1) electronic copy of the survey report.

EXHIBIT “A”

SCOPE OF SERVICES

Acquisition Services

Private property or interests therein are acquired in accordance with Article I, Section 19 of the California Constitution. All acquisition services are administered without regard to race, color, national origin, or sex in compliance with Title VI of the Civil Rights Act (42 U.S.C. 2000d, et seq.). In addition to the constitutional requirement, acquisition of private property for public use is also to be in accordance with the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act), as amended or the California Code of Regulations, Title 25, Division 1, Chapter 6, as applicable; Government Code Section 7267.2; and the Caltrans’ Right of Way Manual, Chapter 8, if federal funding is involved for a specific project.

Acquisition services provided by Consultant shall include, but not be limited to, the following:

- 1) Presentation of purchase offer package to property owner(s).
- 2) Negotiation of purchase price with property owner(s) and Agency until every reasonable effort has been exhausted. All proposed settlements must be pre-approved by Agency. Agency shall make written offers for consultant to present to property owner(s).
- 3) Coordination with property owner(s) to execute a purchase and sale agreement and deliver to Agency for approval.
- 4) Coordination with property owner(s) during the escrow process for documents needed to be executed by property owner(s) and delivered to Agency through the close of escrow or until an order of pre-judgement possession is obtained from Court through the eminent domain process.
- 5) If applicable, coordinate with Agency’s relocation Consultant to ensure no duplication of payments have been made and coordination with property owner(s) for execution of short term lease-back agreements, if necessary.
- 6) Prepare an acquisition parcel diary log for each acquisition case.
- 7) Prepare weekly written update status reports for all acquisition cases and attend bi-weekly conference calls for each project.
- 8) Adhere to Agency’s acquisition schedule for possession of necessary parcels needed for the project.

Additional Scope of Services that might be needed on an hourly basis:

- 1) Prepare and issue Notice of Decision to Appraise letters to property owner(s).

- 2) Obtain and review title reports and documents, including litigation guarantees, if condemnation is necessary. Coordinate clearance and/or elimination of unacceptable encumbrances on title.
- 3) Order and review real property appraisals and prepare an appraisal review summary form recommending acceptance for Agency.
- 4) Prepare offer documents, Agency's documents. Offer package must be approved by Agency prior to making offer, and must contain all necessary items to comply with Agency's funding source.
- 5) Prepare settlement agreements using Agency's documents.
- 6) Upon Agency approval of settlement agreement, oversee escrow process and coordinate on-site inspections prior to close of escrow. Oversight of escrow process includes but is not limited to, reviewing and confirming accuracy of all escrow documents.
- 7) Provide coordination and assistance to Agency staff for condemnation activities on any unsettled parcels.
- 8) Prepare and maintain individual acquisition files. Files must include title report and review form, project information, notices, correspondence, legal descriptions and plats, appraisal, contact information, diary, and any other information as necessary. The diary shall contain documentation of all contacts and attempted contacts and discussions with owner(s), and related parties to transaction, in sufficient detail to inform the reader of all activities, concerns, questions, and solutions.
- 9) Attend any project community meetings to provide information on the project and acquisition process.

EXHIBIT "A"

SCOPE OF SERVICES

Security Guard Services

The work to be done consists of providing uniformed, unarmed, security guard services for the Real Property Services Division of the Community & Economic Development Department.

Said Security Guard Services shall include but are not limited to the following for a specific Agency project:

- a. Escorting Agency staff or Professional Service Consultants to and from facilities;
- b. Attendance at special events and activities;
- c. Providing facility patrols;
- d. Lock-up and inspection of facilities for damage due to vandalism;
- e. Providing a daily activity log;
- f. Notifying the Riverside Police Department of any illegal activity;
- g. Notifying the Riverside Police Department of any behavior that poses a clear and present threat to the safety and wellbeing of any public or Agency staff person;
- h. Notifying the Agency of any graffiti observed;
- i. Contacting emergency services (police, fire, paramedics) when needed for a medical emergency; and
- j. Officers shall maintain order and use good judgment and discretion in handling unruly or trespassing public.

EXHIBIT "A"

SCOPE OF SERVICES

Relocation Services

The purpose of the relocation assistance program is to ensure that persons displaced as a result of a public project are treated fairly, consistently, and equitably so that they will not suffer disproportionate injuries as a result of projects designed for the public benefit as a whole, and to ensure that the Agency implements the relocation laws in a manner that is efficient and cost effective.

Consultant must comply with all applicable state and federal laws, and Agency's adopted relocation assistance policies. All relocation services and benefits are administered without regard to race, color, national origin, or sex in compliance with Title VI of the Civil Rights Act (42 U.S.C. 2000d, et seq.). Consultant must follow the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act), as amended or the California Code of Regulations, Title 25, Division 1, Chapter 6, as applicable; Government Code Section 7267.2; and the Caltrans' Right of Way Manual, Chapter 10, if federal funding is involved for a specific project.

Relocation Plan

The Relocation Plan (Plan) facilitates the relocation of persons displaced by an Agency project and gives advance notice of any challenges that may arise. To achieve successful relocation of displaced persons, the Plan will identify, explore, and document the needs of and provide information to assist with the orderly, timely, and efficient relocation of displacees. The Plan shall conform to all requirements of the State Housing and Community Development Guidelines (California Code of Regulations, Title 25) and the Federal Uniform Act, if applicable, as well as the Agency's adopted policies including the Caltrans' Manual, Chapter 10, if federal funding is involved for a specific project.

The Relocation Plan shall include the following:

- 1) Description of the project, project schedule, and identification of the area affected, including historical uses.
- 2) Description of relocation program and benefits, including program assurances and standards.
- 3) Identification of all proposed displacements (residential and non-residential), and assessment of displacee needs.
- 4) Interviews with all displacees including a relocation plan questionnaire filled out for each displacee.

- 5) Analysis of residential and/or non-residential replacement resources, including temporary housing and housing of last resort, if necessary. Provide a list for available residential properties for sale and for rent.
- 6) Analysis of impacts of moves to businesses.
- 7) Estimated relocation costs for a specific project.
- 8) Eviction policies and procedures.
- 9) Distribution of Plan for comments, and incorporation of comments into final Plan.
- 10) Draft Plan must be submitted to Agency for review prior to finalization and Agency approval.

Replacement Housing Plan

The Agency may not destroy or remove a housing unit from the housing market until the Agency adopts a Replacement Housing Plan. Consultant shall provide a Replacement Housing Plan as needed by Agency. Said Replacement Housing Plan must be prepared in accordance with Health and Safety Code, Section 33413.5.

The Replacement Housing Plan must include:

- 1) General location of the replacement housing to be rehabilitated, developed, or constructed.
- 2) Identify adequate means of financing the replacement housing.
- 3) Finding that approval by the voters under Article 34, Section 1 of the California Constitution for a Public Housing Project is not required prior to development of the replacement housing.
- 4) Number of replacement dwelling units for low- or moderate-income persons and families.
- 5) Timetable for meeting the objectives of the Replacement Housing Plan.
- 6) Provide two (2) copies (one (1) bound, one (1) un-bound) and one (1) electronic copy of the final Replacement Housing Plan.

Residential Relocation

Residential relocation services shall include, but not be limited to, the following:

- 1) Personal contact with each displacee to conduct interviews, assess relocation needs, and verify income.

- 2) Inform displacee of the relocation process, program benefits, and provide referrals to other services that might be needed.
- 3) Provide advisory assistance and referrals to comparable replacement housing.
- 4) Provide required notices as necessary.
- 5) Determine displacee eligibility and entitlements, including moving expenses, rental or down payment assistance, and rent or housing differential payment.
- 6) Conduct decent, safe, and sanitary inspections of replacement dwellings.
- 7) Assist displacee with preparation of necessary claim forms.
- 8) Personally deliver relocation payments to displacee.
- 9) Obtain moving estimates (minimum of two (2) bids).
- 10) Monitor the move, including obtaining keys and final walk-through inspection of property to ensure all personal property has been removed.
- 11) Maintain and submit completed relocation files on each displacee, including comprehensive diary so that reader will be informed of displacee needs, eligibility, and entitlements.
- 12) Provide Agency with written weekly status reports, unless directed otherwise by Agency.
- 13) Provide project management services to coordinate and meet with Agency staff to discuss relocation activities.

Non-Residential Relocation

Non-residential relocation services shall include, but not be limited to, the following:

- 1) Personal contact with each displacee to conduct interviews and determine relocation needs.
- 2) Inform displacees of the relocation process, program benefits, and eligibility.
- 3) Provide advisory assistance and referrals to comparable replacement sites.
- 4) Provide required notices as necessary.
- 5) Determine eligibility, including moving expenses, re-establishment, in-lieu, and site search payments.
- 6) Assist with and review the compilation of a certified personal property inventory.

- 7) Assist displacee with preparation of necessary claim forms and any other documentation necessary to process claims for payment.
- 8) Personally deliver relocation payments to displacee.
- 9) Prepare moving specifications and obtain moving estimates (minimum of two (2) bids), and monitor actual move to replacement site.
- 10) Conduct final walk-through inspection of property to ensure all personal property has been removed and obtain keys.
- 11) Maintain and submit completed relocation files on each displacee, including comprehensive diary so that reader will be informed of displacee needs, eligibility, and entitlements.
- 12) Provide Agency with written weekly status reports, unless directed otherwise by Agency.
- 13) Provide project management services to coordinate and meet with Agency staff to discuss relocation activities.
- 14) Advise displacee about ability to claim loss of goodwill.
- 15) Negotiate with displacee and property owner for apportionment of fixtures and equipment.
- 16) Coordinate with acquisition agent to ensure no duplication of payments are made.

EXHIBIT "A"

SCOPE OF SERVICES

Interim Property Management

Management of properties affected by an Agency project is an integral part of the acquisition and relocation process. Under the direction and upon approval of the Agency, services pertaining to property management, include but are not limited to, the following:

- 1) Collection of monthly rents.
- 2) Utility and meter disconnections or transfer of utilities to Agency's name, including trash service.
- 3) Routine site inspections.
- 4) Site security, such as perimeter fencing and board-ups.
- 5) Oversight of property maintenance contracts, if any.
- 6) Handling site emergencies, routine maintenance and repairs, and investigation of claims for damages or destruction of property. Emergencies, unhealthy and/or unsafe conditions must be provided twenty-four (24) hours a day, seven (7) days a week. Maintenance, repairs, and investigations must be provided within twenty-four (24) hours of notification by tenant or Agency.
- 7) Preparation and delivery of required notices.
- 8) Exit inspection and collection of keys.
- 9) Coordination with Agency's acquisition and relocation team.
- 10) Weekly reporting to Agency on status of sites, as required.

Full Scope Property Management

- 1) Exclusive Appointment: The Agency hereby designates and appoints Consultant as the exclusive property manager and leasing representative for the Agency's project (Project) upon the terms and conditions set forth herein. Consultant shall employ, directly or through third party contractors (for example, an employee leasing company or on-site property manager), at all times, a sufficient number of capable employees and/or independent contractors to enable Consultant to properly, adequately, safely and economically manage, operate and maintain the Property. All matters pertaining to the supervision of such employees shall be the responsibility of Consultant.

- 2) **Leasing:** Consultant shall negotiate leases, rental agreements, modifications, amendments, renewals, and cancellations with existing and future tenants, at rental rates and terms that are acceptable to the Agency. Consultant shall negotiate lease terms and concessions in accordance with guidelines provided by the Agency in writing from time to time, engage space planners and tenant improvement contractors, and renew existing desirable tenants. When vacant, Consultant will advertise the premises or portions thereof, for lease, prepare and secure leasing signs, lease plans, brochures, and subject to reimbursement, other forms of advertising as approved by the Agency.
- 3) **Collection of Rents/Enforcement of Leases:** Consultant shall operate the Project in the same manner as is customary and usual for such property and shall provide such services as are customarily provided by operators of property(ies) of comparable class and standing consistent with the Project's facilities. In addition to the other obligations of Consultant set forth herein, Consultant shall render the following services and perform the following duties for the Agency in a faithful, diligent and efficient manner:
 - i Maintain businesslike relations with tenants whose service requests shall be received, considered, and recorded in systematic fashion in order to show the action taken with respect to each service request,
 - ii Request, demand, collect, receive, and provide a receipt for any and all charges or rents which become due to the Agency,
 - iii Notify the Agency within ten (10) days of any default in the rent and/or lease terms, and
 - iv Take all steps necessary, including legal actions, for the collection of delinquent rents and/or eviction of tenants, if necessary.
- 4) **Payment of Expenses:** Consultant shall pay all operating expenses and all other authorized expenses relating to the Project from revenues received from the Project and any required capital from the Agency. The balance of all such proceeds, if any, shall be disbursed to Agency on a quarterly basis, or as otherwise directed by Agency.
- 5) **Maintenance and Repair:** Consultant shall supervise and arrange for the routine maintenance and minor repairs of the Project, including arrangement for janitorial service, if any, subject to the restrictions contained in Section 12 hereof. Any maintenance or repairs in excess of the amount authorized in Section 12 shall require prior written approval of the Agency, unless an emergency occurs that requires immediate attention.
- 6) **Prevailing Wage.** Pursuant to Section 1771 of the California Labor Code, Consultant and all vendors are required to pay the general prevailing rates of per diem wages, overtime and holiday wages as determined by the Director of the Department of Industrial Relations and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing wage rates is available

on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm, and is referred to and made a part hereof as though fully set forth herein. Per Senate Bill 854 (2014), Consultant and all vendors shall register with the Department of Industrial Relations in order to bid and perform public works projects. Consultant and all vendors on all public works projects shall submit electronic certified payrolls to the Labor Commissioner and Agency unless excused from this requirement. Consultant is aware of and stipulates that Consultant will also comply with the following sections of the California Labor Code:

- a) Section 1775 prescribing sanctions for failure to pay prevailing wage rates;
- b) Section 1776 requiring the making, keeping and disclosing of detailed payroll records and prescribing sanctions for failure to do so;
- c) Section 1777.5 prescribing the terms and conditions for employing registered apprentices;
- d) Section 1810 providing that eight hours of labor shall be a day's work;
- e) Section 1813 prescribing sanctions for violations of the provisions concerning eight-hour work days and forty-hour work weeks; and
- f) Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

7) Capital Expenditures: Consultant shall not make any capital expenditures without first obtaining written consent from the Agency.

8) Employees: Consultant shall hire, supervise, and terminate all labor and employees reasonably required in the maintenance, management, and operation of the Project. Consultant shall prepare all payroll tax returns and other appropriate returns and reports relating to such employees, including, without limitation, any and all employment verification forms required under the Immigration Reform and Control Act and the regulations of the Immigration and Naturalization Service. Each of such employees shall be deemed to be independent contractors or employees of Consultant, and not of the Agency.

9) Trust Accounts: Consultant shall maintain such trust accounts, as the Agency shall designate at such institutions as the Agency shall designate. Consultant shall deposit therein all revenues received from the Project from which officers and/or employees designated by Consultant and approved by the Agency shall have the right to draw checks in payment of labor and costs related to the Project as set forth in Sections 4, 5, and 6 hereof. Such amounts shall not be commingled with accounts for any other project managed by Consultant and shall be kept separate from Consultant personal accounts.

10) Governmental Compliance: Consultant shall take all necessary action to comply promptly with all laws, ordinances, regulations, and orders affecting the Project. Consultant, however, shall not take any action under this Section so long as the Agency

and/or Agency is contesting or has affirmed its intention to contest any such order, regulation, ordinance, or law.

- 11) **Claims:** Consultant shall promptly investigate all accidents or claims for damages relating to the ownership, operation, and maintenance of the Project, including any damage to or destruction of the Project, and the estimated cost of repair thereof. Consultant shall cooperate and make any and all reports required by an insurance carrier or governmental authority in connection therewith.
- 12) **Other Services:** Consultant shall take such further actions in connection with the management, leasing, operation, planning, and development of the Project, as the Agency shall reasonably require, including the following:
 - a) Conduct a preliminary field investigation to evaluate common areas and parking facilities and ensure that each tenant is in compliance with all rental/lease agreement terms.
 - b) Personally visit with each tenant on a monthly basis to discuss tenant concerns and verify lease compliance. Also on a weekly basis, inspect the Project for potential safety and maintenance issues.
 - c) Determine the necessity to personally assess the need for both minor and major repairs on a case-by-case basis.
 - d) Coordinate and personally supervise all major repairs and rehabilitation to the Project.
 - e) Meet on-site with prospective tenants.
- 13) **Use of Affiliates:** Consultant may not enter into any agreement with any partner, officer, employee, or affiliate of Consultant for the furnishing of goods or services to the Project, Consultant's service technicians excluded, unless:
 - a) Such agreement is on generally competitive terms with other suppliers of such goods or services, or
 - b) Such agreement has been approved by the Agency.
- 14) **Authority to Execute Documents and incur Expenses:** Consultant shall be authorized, as Agency's agent, to execute certain documents and incur reasonable expenses in connection with the performance of Consultant's obligations hereunder. Consultant shall have the power and is hereby authorized to do the following:

The failure of the Agency to approve any such agreements submitted to it for approval within ten (10) business days after submission thereof, shall be deemed to constitute disapproval thereof.

- a) Execute agreements and documents and incur costs and expenses pursuant to budgets approved by the Agency in connection with any activity required to be conducted by Consultant hereunder provided that any single expenditure in excess of \$2,500 must be supported by obtaining a minimum of 3 written bids and approved by Agency.
- b) Incur costs and expenses and execute agreements and documents not exceeding \$2,500 per invoice per project even though not specifically authorized by a budget or other written approval for minor repairs and maintenance.
- c) All agreements executed by Consultant hereunder shall contain a 30-day cancellation provision exercisable by either Consultant or the Agency. Any service contract shall be in the name of Consultant, as agent for Agency, and be assignable to the transferee of Agency.
- d) All documents and agreements involving the sale, conveyance, leasing, hypothecation, or encumbrance of, or any interest in, any portion of the Project shall be executed by duly authorized officers of the Agency.

15) Books and Records: Consultant shall maintain complete books and records of all costs and expenses incurred and all income and other revenues received in connection with the operation of the Project at its office. Books and records regarding the Project shall be kept in such manner and detail as the Agency shall reasonably require. All such books and records, as well as all other books and records of Consultant which relate to the Project, including, without limitation, financial or monthly reports, all checks, bills, vouchers, statements, cash receipts, and correspondence shall be available upon twenty-four (24) hour notice for inspection and audit by the Agency, or any of its officers, employees, or agents at all reasonable times during normal business hours. Consultant shall prepare and submit the following reports to the Agency:

- i A monthly operating statement describing the operating results of the Project, including rentals and other revenues received and expenses incurred on account of the Project; and
- ii An annual operating budget to be submitted for review and approval by the Agency, which plan shall set forth the proposed operations relating to the Project for the next succeeding calendar year. Such budget shall be submitted at such time, in such detail and with such information as the Agency shall reasonably require, and shall include, without limitation, the following items: proposed budget for the next year, and proposed rent schedules. The plan shall also include complete schedules of income and revenues received, and costs and expenses incurred in connection with the ownership, operation, leasing, and management of the Project in the preceding year.

- 16) **Review by Agency:** Consultant and the Agency shall meet periodically to discuss the management and leasing activities to be conducted by Consultant hereunder. Consultant shall have no authority to take actions hereunder which are contrary to written instructions of the Agency delivered to Consultant after the execution hereof. All or any part of the authority granted to and obligations imposed upon Consultant by the Agency may be revoked by the Agency at any time.

EXHIBIT "A"

SCOPE OF SERVICES

Appraisal Review Services

The purpose of the appraisal review study is to express comments and develop opinions regarding (1) the completeness of the appraisal report under review, (2) the adequacy and relevancy of the data, and any adjustments to said data, (3) the appropriateness of the appraisal methods and techniques, (4) whether the analyses, opinions and value conclusions are appropriate and reasonable, and (5) conformance of the appraisal report under review with the Uniform Standards of Professional Appraisal Practice (USPAP) as well as the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), if applicable. All appraisal review assignments must comply with Standard Rule 3 of USPAP.

EXHIBIT “B”

SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT

[CONSULTANT]

[PROJECT]

The Project Narrative for _____ (“Project”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference, and Consultants’ proposal dated _____, a copy of which is attached hereto as Exhibit “B” and incorporated herein by this reference, shall constitute a supplement to the Master Professional Consultant Services Agreement for Various City Projects by and between the Agency and Consultant dated _____ (“Agreement”). Consultant agrees to perform the services described in the Project Narrative within the time set forth in the Project Narrative for a fee in an amount not to exceed \$_____. Performance of the services shall be subject to the terms and conditions contained in the Agreement.

Dated this _____ day of _____, 20__.

[Signatures on following page]

IN WITNESS WHEREOF, Agency and Consultant have caused this Agreement to be duly executed the day and year first above written.

AGENCY

By: _____

[CONSULTANT]

By: _____

Attest: _____

[Printed Name]

Approved as to form:

[Title]

By: _____

By: _____

[Printed Name]

Certified as to availability of funds

[Title]

By: _____

Chief Financial Officer

EXHIBIT "C"

KEY PERSONNEL