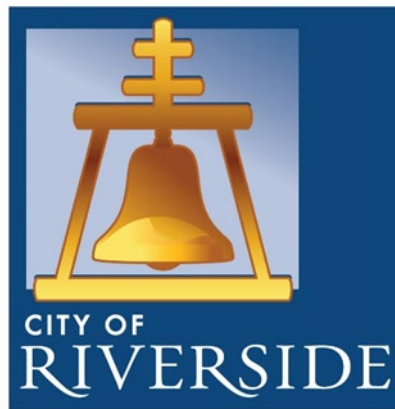


**REQUEST FOR PROPOSALS
FOR PROFESSIONAL SERVICES**

**CONSULTANT SERVICES FOR MASTER DEVELOPER FOR CITY-OWNED
PROPERTIES**

RFP No. 2093



City of Arts & Innovation

**ISSUED BY
THE CITY OF RIVERSIDE
FINANCE-PURCHASING DIVISION FOR:**

Community & Economic Development Department
3900 Main Street
Riverside, California 92522

PROPOSAL DUE

April 16, 2021 BEFORE 5:00 PM PDT

NON-MANDATORY PRE-PROPOSAL MEETING

April 6, 2021 BEFORE 10:00 AM PDT

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1. Introduction/Purpose

The City of Riverside (“City”) is seeking one (1) qualified entity or individual (“Company” or “Consultant”) to provide consulting services to assist in the master developer process for city-owned land within the northside specific plan.

Proposals are requested from Companies that have a demonstrated ability to perform the tasks identified in this Request for Proposal (“RFP”).

2. Schedule of Events

The following **tentative** schedule of events has been prepared:

Event	Date	Time
Request for Proposals Released	4/2/2021	N/A
Non-Mandatory Pre-Proposal Meeting	4/8/2021	9:00 a.m. PDT
Final Questions Due	4/12/2021	Before 5:00pm PDT
Responses to Questions Released	4/15/2021	N/A
Proposals Due	4/20/2021	Before 5:00pm PDT
Interviews, If Needed	Week of 5/3/2021	To be determined

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to request or obtain additional information about any and all submittals before making an award. The City also reserves the right to seek clarification from any Proposer about any statement in its proposal that the City finds ambiguous.

3. Background

The City of Riverside (“City”) has recently adopted the Northside Specific Plan (the “Specific Plan”) to provide a blueprint for future development within the Specific Plan area. Included within this area are approximately 412 acres of properties that are owned by the City. In an effort to promote balanced and sustainable growth within the Specific Plan Area, the City will be seeking a Master Developer to acquire and/or assist in the development of these City properties, which can be broken into three segments (“Segments”) that collectively comprise the project (“Project”). Each of these Segments is currently vacant or underutilized, and it is the City’s intent to maximize their value in order to generate revenue for the City to fund the backbone infrastructure (“Backbone Infrastructure”) and public services (“Public Services”) necessary to promote growth and provide economic benefit throughout the Specific Plan Area. At a minimum, public streetscape/road improvements, sidewalk, curb/gutter, sewer, and storm drainage infrastructure improvements will be needed to facilitate the private development envisioned in the Specific Plan. To achieve these objectives, the City is seeking to hire a team of consultants (the “Consultant Team”) with both the experience and qualifications necessary to lead the City in these efforts.

The Recreational Segment of the Project consists of the majority of the old Riverside Golf Course and all of the Ab Brown Sports Complex, both of which are located within the City. It is anticipated that revitalization of the Ab Brown Sports Complex as a key area facility will draw participants from throughout the region that could include a privately owned sports/soccer complex linked to Reid Park (it should be noted, that the sports/soccer complex could alternatively be developed on a portion of the open space planned for the former Riverside Golf Club), public open spaces, the Springbrook Arroyo trail, and surrounding housing. Competitive cross-country running facilities will be integrated into the Northside Neighborhood trail system, linking the Northside Village Center to the Ab Brown Sports Complex. The second Segment of the Project, which will be referred to as the

Northside Village Center Segment, consists of a 41-acre piece located on the southern end of the old Riverside Golf Course that is intended to be sold to one or more private developers and developed with up to 1,200 residential dwelling units and 461,000 square feet of commercial development. The third Segment of the Project, which will be referred to as the “Commercial Industrial Segment,” consists of a 227-acre property owned by the City, known as Pellissier Ranch, that is actually located within the adjacent City of Colton. This property is intended for sale or long-term ground lease to one or more developers. The Recreational, Village Center and Commercial Industrial Segments, all of which are intended to be sold to private entities for development, are collectively referred to hereinafter as the “Private Development Segments” of the Project.

4. Prerequisites

Proposals will only be considered from Companies that meet the following prerequisites:

- Has at least five (5) years’ of experience, within the past five (5) years under a legally registered business name, in providing services of a similar type and scope as described in the Scope of Services (“Services”) (Exhibit “A”).
- Has not filed for bankruptcy under any business name over the past five (5) years.
- Has registered as a “Prospective Bidder” on the City’s electronic Current Prospective Bidders List. Companies can register at:

[PlanetBids Vendor Portal](#)

- Once registered, Companies must download this RFP by clicking “Place eBid” under their name in order to appear on the Bidder’s List as a “Prospective Bidder.” Companies that fail to specifically download this RFP will not appear on the Bidders’ List and will be unable to participate or be considered for this RFP.
- The City encourages Companies to attend the non-mandatory pre-proposal meeting at the date and time specified in Section 2. Schedule of Events. Attendance is not mandatory at the non-mandatory pre-proposal meeting. The meeting will begin promptly at the time listed above.

[Click here to join the meeting](#)

- If applicable, Company and/or its key personnel, shall hold an appropriate license for the Company’s discipline and the Services on the date the Proposal is submitted.
- If applicable, Company shall have registered with the Department of Industrial Relations and any other required organizations.

5. Scope of Services

The selected Company shall provide the services required in Exhibit A, Scope of Services, attached hereto and incorporated herein.

6. General Terms and Conditions

The successful company will be required to execute a Consultant Services Agreement (“Agreement”). A sample is attached as Exhibit “B”. The successful company must meet all insurance requirements in the Agreement. All terms and conditions of the Agreement are non-negotiable. Companies must possess valid City of Riverside Business License throughout the term on the contract. Failure to execute the Agreement and furnish the required insurance within the required time period shall be just cause for the rescission of the award.

If any of the successful Companies refuse or fail to execute the Agreement, the City may award the Agreement to the next most qualified Company.

7. Inquiries

If prior to the date fixed for submission of Proposals, a prospective Company discovers any ambiguity, conflict, discrepancy, omission or other errors in this RFP or any of its appendices or exhibits, the Company shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFP.

If a Company fails to notify the City, prior to the date fixed for submissions of Proposals, of an error in the RFP known to the Company, or an error that reasonably should have been known to the Company, the Company shall submit its Proposal at its own risk, and if the Company is awarded a Contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

All requests for clarifications, changes, exceptions, deviations to the terms and conditions set forth in this RFP must be submitted via “Q&A” through the City’s Electronic Bidding System, PlanetBids Vendor Portal.

The Final day for receipt of questions from the Proposer shall be before as stated in Section 2 Schedule of Events. To ensure fairness and avoid misunderstandings, **all communications must be in written format** and submitted **only** in the format set forth above. Any verbal communications will not be considered or responded to. All questions received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the RFP that will be posted on the City’s website. **Any communications, whether written or verbal, with any City Councilmember, the Honorable Mayor, or City staff other than the individual indicated herein, prior to award of a contract by City Council, is strictly prohibited. Any Proposer who violates this provision shall be immediately disqualified from consideration as a vendor under the terms of this RFP.**

8. Completion of Proposal

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity can materially affect the quality of the proposal. Proposals which contain false or misleading statements may be rejected. If, in the opinion of the City’s Selection Committee, such information was intended to mislead the City in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, the proposal will be rejected. Statements made by a Company shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

Unauthorized conditions, exemptions, limitations, qualifications, or provisions attached to a Proposal will render it non-responsive and will cause its rejection.

The Company, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a “no response” is appropriate.

Costs for developing Proposals are entirely the responsibility of the Company and shall not be chargeable to the City. The City shall not be liable for any costs incurred in response to this RFP, including but not limited to, costs for any interviews, presentations, or other follow-up information necessary as part of the selection process. All costs shall be borne by the Company responding to this RFP. The Company responding to this RFP shall hold the City harmless from any liability, claim, and expense whatsoever incurred by or on behalf of the Company.

9. Delivery/Submission of Proposals

Proposal Due Date/Time: Before as stated Section 2 Schedule of Events

All prospective Companies submitting a proposal must appear on the City's electronic Current Prospective Bidders List as a "Prospective Bidder." Companies shall register on the City's Electronic Bidding System, [PlanetBids Vendor Portal](#). Once registered, Companies must **download the RFP by clicking "Place eBid" while logged in** under their own name and identification number to appear on the Current Prospective Bidders List as a "Prospective Bidder." Companies that fail to download the RFP by clicking "Place eBid" will not appear on the Current Prospective Bidders List and their proposals will be considered non-responsive. If a Company is unable to register or download the RFP from the bidding website, a representative may contact the Purchasing Department at (951) 826-5561.

All proposal documents and supplementary documents must be uploaded using the City's bidding website prior to event date and time as instructed in this solicitation. Once file(s) have been uploaded and the Submission Status shows as "Submitted" the submission is complete. At that point respondents will receive an email confirmation from the bidding website.

The City reserves the right to reject any and all proposals and to waive information and minor irregularities in any proposal received.

Acceptance of Terms and Conditions - Submission of a proposal pursuant to this RFP shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth in this RFP.

The time and date are fixed, and extensions will not be granted unless specifically stated by the City in an addendum to this RFP. Proposals not received before the bid event time will not be accepted.

10. Alternative Proposals

Only one proposal is to be submitted by each Company for this RFP. Multiple simultaneous proposals will result in rejection of all Proposals submitted by Company. A Company may, prior to the proposal due date and time, withdraw a proposal and submit a new proposal, so long as the new proposal is submitted before the proposal due date and time.

11. Proposal Format and Content

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Company's demonstrated capability to perform work of this type. Emphasis should be concentrated on completeness and clarity of content.

Proposals shall adhere to the following format for organization and content. Proposals must be typed and arranged/divided in the following sequence to facilitate evaluation:

- Cover Letter
- Statement of Understanding and Approach
- Company Information
- Company Personnel
- Experience and References
- Evidence of Insurance

- Pricing
- Disclosures

a. Cover Letter

The cover letter shall include a brief general statement of intent to perform the services and confirm that all elements of the RFP have been reviewed and understood. The letter shall include a brief summary of Company's qualifications, Company's willingness to enter into a contract under the terms and conditions prescribed by this RFP and in the Sample Agreement, and list the names of all Sub-Consultants. The letter must identify a single person for contact during the RFP review process.

b. Statement of Understanding and Approach

The Consultant Team will be required to provide expertise in several crucial areas of consulting that, when combined, will provide the City with the information necessary to:

Consultants proposal shall list details that will:

- 1) ensure the viability of the City's Project development is consistent with maximizing Project value,
- 2) ensure the City's funding of all required Backbone Infrastructure and Public Services, and
- 3) assist the City's selection of a Master Developer who will acquire and or lease the Private Development Segments.

As listed below, the selected Consultant's proposal shall exhibit qualifications and experience necessary to provide the following types of services in support of the successful development of the Project:

- 4) Market Analysis to Identify Specific Residential and Non-Residential Product Types Consistent with Land Uses Approved within the Specific Plan to Maximize Project Value and Accelerate Absorption Rates;
- 5) Engineering Analysis to Determine Project Backbone Infrastructure Needs, Phasing and Costs;
- 6) Financial Analysis to Project Fiscal Impacts of Proposed Land Uses on the City's General Fund;
- 7) Public Finance Feasibility Analysis to Prepare Public Facilities Financing Plan to Fund Backbone Infrastructure and Public Services;
- 8) Dynamic Proforma Analysis to Maximize Project Valuation and Availability of Revenues to Support Public Finance Programs; and
- 9) Management Skills to Assist in (i) Selection of Most Qualified Master Developer(s) for Acquisition and/or Leasing of City Properties and (ii) Development of Private Development Segments of the Project.

This section must demonstrate an understanding of the Services. It should describe the general approach, organization and staffing required for the Services requested. If necessary, preliminary investigations, due diligence, and research shall be discussed in this section.

c. Company Information

This section shall include contact person information, email, address and telephone number of the company main office and branch offices. Each Company shall identify itself as to the type of organizational entity (corporation, sole proprietorship, partnership, joint venture, etc.). Any supplemental information that Company believes may be pertinent to the selection process may be provided.

The Proposal shall identify any litigation, mediation, or arbitration, regarding the performance of any services similar to the Services, in which the Company has been involved in the past five (5) years. If the Services

require a license or certification, the Proposal shall include any claims or disciplinary action taken against Company or any of Company's key personnel within the past five years.

d. Company Personnel

The Consultant shall describe each participating Sub-Consultant and qualifications. This section shall begin with an overview of each Sub-Consultant and the services provided, along with information on the size, history, location(s), and general philosophy and approach. For Sub-Consultants, please indicate if there is a prior history of working together with the Consultant or other members of the team.

This section should then identify a total of 5 to 7 of the most representative projects completed by the Consultant or individual Sub-Consultants. Projects should be similar in scope to the project descriptions should indicate when the projects were prepared, the role of the Consultant and Sub-Consultant(s), and other information needed to communicate the project's relevance.

e. Experience and References

Company shall provide at least five (5) references, within the past five (5) years, of clients for whom services have been performed that are comparable in quality and scope to that specified in this RFP. The references shall include names, addresses, and telephone numbers of the clients for whom prior work was performed and include an explanation of the services provided.

The Proposal must demonstrate that the Company, or its key personnel, has at least five (5) years' of experience, within the past five (5) years with a legally registered business name, that provides services of a similar type and scope as described in the Scope of Services (Exhibit "A"). A Company shall not have filed for bankruptcy under any business name over the past five (5) years.

f. Evidence of Insurance

In addition, the Company shall provide evidence of possession of insurance in the coverage and amounts listed in the Sample Agreement (Exhibit B).

g. Schedule/Gantt Chart

The Prime Consultant shall provide a Schedule (Gantt-type chart preferred) of how the Prime Consultant will complete the services set forth in the RFP in an expeditious manner. The Consultant shall describe all deliverables and the time it takes to complete each deliverable.

h. Pricing

All proposals submitted shall have a stated dollar bid amount for each component of services outlined in the Scope of Services. All proposals shall include a cost breakdown for each component of costs. Proposals shall include a breakdown of the proposed fees including the following:

- Component 1: Market
- Component 2: Infrastructure Analysis
- Component 3: Fiscal Analysis
- Component 4: Public Facilities Financing Plan
- Component 5: Proforma Analysis
- Component 6: Services

(optional) Legal Services

i. Disclosures

All proposals must include a response to the Disclosure Questionnaire utilizing the form in Exhibit “D.” Please disclose any and all past or current business and personal relationships with any current Riverside elected official, appointed official, City employee, or family member of any current Riverside elected official, appointed official, or City employee. ***Any past or current business relationship may not disqualify the firm from consideration.*** Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

12. Examination of RFP and Sites of Work

The Company shall carefully examine the RFP and all sites, if applicable, of the work contemplated. The submission of a Proposal shall be conclusive evidence that the Company has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Proposal, RFP, and other Contract Documents.

By submitting a Proposal, the Company hereby certifies that it has: examined the local conditions, read each and every clause of this RFP, included all costs necessary to complete the specified work in its proposed prices, and agrees that if it is awarded the Contract it will make no claim against the City based upon ignorance of local conditions or misunderstanding of any provision of the Contract. Should the conditions turn out otherwise than anticipated by it, the Company agrees to assume all risks incident thereto.

13. Addenda

Unless otherwise specified, any addenda issued during the time of bidding must be acknowledged electronically via the City’s Bidding Website, which will be made part of the proposal. Addenda notifications will be provided to those listed on the Electronic Prospective Bidder’s List via email.

14. Withdrawal of Proposal

All proposals shall be firm offers and may not be withdrawn for a period of one hundred twenty (120) days following the deadline date for submission of proposals noted herein. Submitted Proposals may be withdrawn at any time prior to the submission deadline.

15. Public Records

All Proposals submitted in response to this RFP become the property of the City and pursuant to the Public Records Act (Gov. Code, § 6250 et seq.) are public records, and as such may be subject to public review at least 10 days before selection.

The Company must notify the City in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. The City shall have sole discretion to disclose or not disclose such material subject to any protective order that the Company may obtain. Note that under California law, price proposal to a public agency is not a trade secret.

The City reserves the right to make use of any information or idea contained in the Proposal. All materials, ideas and formats submitted in response to this RFP will become the property of the City on receipt.

16. Evaluation of Proposals

The City reserves the right to amend, withdraw, and cancel this RFP. The City also reserves the right to reject all responses to this RFP at any time prior to agreement execution. Furthermore, the City reserves the right to request additional information about any and all proposals that in City's opinion, is necessary to assure that the Company's competence, number of qualified employees, business organization, experience, and financial resources are adequate to perform the Services.

All Proposals shall be reviewed to verify that the Company has met the minimum requirements as stated in this RFP. Proposals that have not followed the rules, do not meet minimum content and quality standards, and/or do not provide references will be rejected as non-responsive.

Consultants will be evaluated on the basis of the following criteria:

- a. Qualifications (25%)
- b. Pricing (25%)
- c. Experience (Projects of similar size and scope) (20%)
- d. Professional References (10%)
- e. Approach and Methodology (20%)

After proposals have been reviewed by the City the City will determine if an interview, discussions, and/or demonstrations with the Consultant may or may not be required. If an interview is scheduled, the City will notify the Consultant, at minimum seven (7) calendar days in advance of when the interview will be conducted. The interview may be in person, Microsoft Teams, or other ways as determined by the City. The interview may include a presentation, question and/or answer session for clarifying the intent of any portions of the Proposal. Key staff including Project Manager specified within the written Proposal are required to attend and participate. The Consultants individual that will be directly responsible for carrying out the contract, if awarded, must be present and participate in the interview.

If needed, interviews may be conducted by the same members on the proposal evaluation panel. Dates, times, and a location will be coordinated by the City, if interviews are deemed necessary at the evaluation of responsive proposals. If interviews are deemed necessary, Consultant(s) that have submitted the heist scoring proposal within a competitive range as determined by the City will be invited to participate in the interview process.

The selected Company shall then enter into exclusive negotiations with the City to formalize the Scope of Service and Compensation. If the City is unable to obtain a fair and reasonable price or cannot reach agreement regarding the terms for the Scope of Services, then the City will end negotiations with that Company and begin negotiations with the next Company which best meets the needs of the City, and so on until a City and the Company reach agreement.

The City intends to select the Company that offers the best value to the City based on the criteria outlined above.

17. Rejection of Proposals

The City may reject any/or all Proposals and may waive any immaterial deviation in a Proposal. The City's waiver of an immaterial defect shall in no way modify this RFP or excuse the Company from full compliance with this RFP and/or the Contract Documents if awarded the Contract. Proposals that include terms and conditions other than City's terms and conditions may be rejected as being non-responsive. The City may make investigations as deemed necessary to determine the ability of the Company to perform the work, and the Company shall furnish to the City all such information and data for this purpose as requested by the City. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Company fails to satisfy the City that such Company is properly qualified to carry out the obligations of the Agreement and to complete the work described herein.

18. Protest Procedures

A Proposer not selected by the City for the award of the Contract desiring to protest the City's selection, may do so by following the City's Procurement Protest Procedures in Administrative Manual, section 07.019.00. Protests not conforming to this procedure will be rejected as invalid. The City's Protest Procedures are available on the City's website at <https://riversideca.gov/finance/pdf/2017/07.019.00-Procurement-Protest-Procedures.pdf>.

19. Contract Term

The initial term of the Agreement shall be for one (1) year from the date of full Agreement execution, with the option to extend for four (4) additional one (1)-year terms not to exceed five (5) years based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement.

Pricing is to remain firm for the initial contract term. Should the option to renew for additional years be exercised, City and Company may negotiate any and all price modifications.

20. Contract Documents

In submitting a Proposal, the Company agrees to enter into an Agreement with the City ***without exceptions to the City's standard agreement***. The City's standard agreement is **non-negotiable**, and a copy of the standard agreement is attached hereto as Exhibit "B". **Any change to the standard agreement will deem the Proposal non-responsive.** In the event of a conflict exists between documents the following order of precedence shall apply:

- Agreement
- City of Riverside's Request For Proposals
- Company's Response to the Request For Proposals

21. Execution of Agreement

After contract award, the following shall be signed and returned to the City within fourteen (14) calendar days from the date the City mails, or by other means delivers said documents to the Company:

- One (1) original of the Agreement in the form included herein, properly executed by the Company.

- Certificates of Insurance and Additional Insured Endorsement evidencing coverage as specified in the sample agreement.
- Confirmation of current business tax certificate.
- Bonds, if required.

In any event that day fourteen (14) of calendar days falls on Saturday, Sunday, a legal holiday for the State of California, or on days when the City is closed, the Contract Documents shall be delivered by the following working day.

No Agreement shall be binding upon the City until all documents are fully executed by the Company and the City.

22. Failure to Execute the Agreement

Failure to execute the Agreement and furnish the required insurance and business tax certificate, within the required time period shall be just cause for the rescission of the award. If bonds are also required, failure to furnish sufficient bonds shall cause rescission of the award. If the successful Company refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Company.

23. Cancellation

The City retains the right to cancel this RFP at any time, should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any proposals.

EXHIBIT A - Scope of Services

The work to be performed by the Consultant Team shall be structured to include six (6) components (“Components”) that, in combination, will provide the City with the information necessary to facilitate the successful development of all three Segments of the Project.

1) Market:

Recommend appropriate development product (e.g., residential, and non-residential product types that are consistent with the Specific Plan) that will maximize the value of the three Private Development Segments.

This shall include the following tasks:

- a) Review the locational characteristics of the three Private Development Segments of the Project, including surrounding land uses, site ingress/egress and other relevant factors.
- b) Conduct research regarding local demographics, existing land uses and vacancy rates, local economic demand, and other factors that impact demand for specific land uses
- c) Based on the findings of these analyses, forecast local demand for a variety of land use types and recommend specific land uses as the strongest candidates for market success,
- d) Project the absorption rates for the product types recommended for each of these three Private Development Segments; and
- e) Determine sales prices or valuations of the product types recommended for each of the three Private Development Segments.

2) Infrastructure Analysis:

Determine the Backbone Infrastructure required for each of the three Segments of the Project. This shall include the following tasks:

- a) Determine the types and quantities of Backbone Infrastructure for each Segment;
- b) Develop cost assumptions for Backbone Infrastructure for each Segment;
- c) Determine the timing of Backbone Infrastructure for each Segment; and
- d) Prepare a Backbone Infrastructure Table that lists the Backbone Infrastructure costs, by type of facility and year, for each Project Segment.

3) Fiscal Analysis:

Review the City budget and proposed development in each of the three Project Segments to estimate annual recurring costs and revenues related to the City’s provision of Public Services within each of these Segments.

This shall include the following tasks:

- a) Utilize, as appropriate, both a Per Capita/Employee Multiplier Approach and Case Study Approach to most accurately determine fiscal impacts of the development of each Project Segment on the City General Fund; and
- b) Obtain input from City operating departments as may be necessary, coordinating through the City’s Community & Economic Development Department, to ensure fiscal impacts are confirmed; and
- c) Analyze fiscal impacts projected during development and at buildout of each Project Segment.

4) Public Facilities Financing Plan:

Recommend specific public finance programs available to finance Public Infrastructure and Public Services necessary to develop each of the three Project Segments. This work shall include the following tasks:

- a) Inform City regarding the anticipated levels of financial burden placed on each of the three Segments of the Project by Backbone Infrastructure
- b) Prepare a cost allocation analysis that distributes Backbone Infrastructure costs to residential and non-residential development based on specific land use categories anticipated to be constructed within each Project Segment, consistent with any proposed disposition strategy and infrastructure phasing approach;
- c) Identify and determine amounts of funding (including bonding capacity) available through alternative public finance mechanisms available to fund the Backbone Infrastructure and Public Services within each Project Segment;
- d) Determine the residual costs of Backbone Infrastructure that will not be fundable through the recommended public finance mechanisms; and
- e) Prepare a summary matrix listing funding availability for each public financing program by year, the Backbone Infrastructure to be funded each year, and remaining Backbone Infrastructure costs not covered by the recommended public financing mechanisms.

5) Pro Forma Analysis:

Prepare a dynamic residual land value analysis pro forma that projects the anticipated values of entitled properties for each of the two Private Development Segments, utilizing assumptions and recommendations made in the four prior Components of this analysis listed above. This work shall include the following tasks:

- a) Prepare cost assumptions for vertical construction and in-tract improvements of product types for each of the three Private Development Segments;
- b) Estimate indirect costs, such as architecture, construction management fees, etc.
- c) Determine marketing and sales costs
- d) Prepare financing assumptions (such as anticipated equity, construction and takeout loan interest rates and terms etc.) and related soft costs;
- e) Develop proformas reflecting preferred investor internal rates of return, cash-on-cash returns, etc.;
- f) Prepare budgets and cashflows to advise City on the timing of its most effective land disposition strategy, including comparison of sales or lease structures.

6) Services:

Provide project management and general services throughout all six Components of this engagement, including assisting the City in development of a disposition strategy for the Private Development Segments. This will involve reviewing comments on strategy and development of RFQ's or RFP's for either individual or consolidated parcels as part of a developer solicitation process. Project management and general services shall include the following tasks:

- a) Meet or hold phone and/or zoom or Microsoft Team meetings with City's technical staff (Community & Economic Development, Public Works, Riverside Public Utilities, and other City departments when requested including the City Manager's Office);
- b) Coordinate with City team and any of its technical consultants to provide disposition strategy input and comments including direction and recommendations on development and infrastructure phasing, identification of early term implementation opportunities, mid-term opportunities and longer-term opportunities;
- c) RFQ or RFP preparation and the provision of comments on any developer review or ranking procedure to be utilized in the developer selection process. Consultants will also be available to be included in technical committees reviewing responses to any RFP or RFQ packages;
- d) Assist City in outlining strategy for City's subsequent negotiations with one or more developers including assistance in defining terms, schedules, responsibilities, and conditions of prospective developer transactions, including input on due diligence tasks and reporting requirements, term sheets,

- exclusive agreement(s) to negotiate (“ENA’s), purchase, sale and development agreement(s) (“PSA”) and/or lease agreements between one or more development teams; and
- e) Provide feedback and decipher any issues during the ENA, PSA and/ or lease negotiation process to ensure that any developer transaction is successfully completed. While services anticipated herein do not include entitlement services, the Consultant will be available for feedback and input during any Term Sheet and PSA process.

7) (Optional) Legal Services

The City recommends the Consultant provide for optional services. These services are optional and may or may not be used by the City.

The City may need the Consultant to provide Legal Services that would help with the review of the RFP to ensure it includes everything we may need from a legal standpoint as it relates to the City’s plan. Consultant Legal Services would then assist with the documentation any infrastructure financing, development agreement, purchase agreement, and any other related documents the City needs to enter into with a master developer.

EXHIBIT B – Staffing Plan

The Consultant shall include a Staffing Plan that shall include, at minimum:

- 1) An organizational chart showing the proposed relationship between the Consultant's key personnel and staff, sub-consultants and City Staff;
- 2) Names and titles of all personnel and the roles assigned for the Consultant and each sub-consultant to be assigned to the project;
- 3) The Consultant's Project Manager and the key points of contact at each sub-consultant on the Consultant;
- 1) A narrative for the Consultant and Sub-Consultant staff person describing:
 - a) The roles and responsibilities of the key individuals to be assigned to the project;
 - b) Their primary and any, if applicable alternative location(s); and
 - c) The approximate percentage of the time that will be dedicated to the City's project.

The Staffing Plan shall also indicate the address and phone number of each Consultant and Sub-Consultant, the type of organizational entity (corporation, sole proprietorship, etc.), and any supplemental information that may be pertinent to the City. The Consultant shall identify all sub-consultants to be assigned to the project, including a description of each sub-consultant, the services each sub-consultant shall provide, and a link to each sub-consultant's website and/or qualifications information.

Please do not include resumes for personnel who will have minimal involvement in the project, administrative personnel or individuals with minor or supporting roles in the project. The proposal shall include on-page resumes for the personnel.

EXHIBIT C – Schedule and Gantt Chart

The Consultant's Proposal shall provide a Proposed Schedule in both written format and in PDF format. The written format shall include, at a minimum:

1. Breakdown for the completion of, at minimum, the components as stated in Exhibit A, and deliverable(s) by Consultant and Sub-Consultant
2. Consultant and Sub-Consultant personnel names, staff positions, and breakdown of estimated personnel hours for staff assigned for each task or deliverable,
3. A brief description of how the Consultant will present their analysis, findings, and ensure the project will stay on schedule. This may be included as an appendix or supplement.
4. Format for each deliverable to be presented to the City.

The Gantt Chart format shall include, at a minimum:

1. Proposed start date, end date, and total calendar days for a draft to be submitted to the City
2. Proposed start date, end date, and total calendar days for a final deliverable to be submitted to the City
3. Key milestones throughout the course of the project.

The Consultant may present schedule proposal in an alternative format of their choosing provided that the City is able to determine and ensure all key work elements and objectives are clearly met, and an overview of the number of hours for each Consultant and Sub-Consultant per task for all deliverables.

The Consultant may propose optional or additional Tasks. The City reserves the right to accept or deny the Prime Consultants proposed optional and/or additional Tasks.

EXHIBIT D

Sample Professional Consultant Service Agreement

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

[**Enter CONSULTANT'S Name**]

[**Enter in Description of Services**]

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20 ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and [**Enter in CONSULTANT'S NAME**], a [**Enter in entity, *for example: a California corporation, a limited partnership, a limited liability company, etc.***] ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with [**Enter in Name of Project**] ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until [**Enter in: *termination date, for example: May, 3, 2012***], unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed [**Enter in written dollar amount, *for example: Two Thousand Five Hundred Dollars***] [**Enter in numeric dollar amount: *for example: (\$2,500)***] payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

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

To City

[**Enter in Department**]
City of Riverside
Attn: [**City Representative**]
[**Address**]
Riverside, CA [**ZIP**]

To Consultant

[**Name of Consultant or Company**]
Attn: [**Name of Representative**]
[**Address**]
[**City, STATE, ZIP**]

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 City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

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

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

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

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

11. Indemnification.

11.1 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 City, and the City’s employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings 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 City 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 City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

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

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

12. Insurance.

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

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

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

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

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

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days prior written notice before modification or cancellation thereof.

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

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

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of

not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

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

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

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

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

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

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

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

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

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours 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 City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's 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 City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City 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 City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of

identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

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

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

22. **General Compliance With Laws.** 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 City of Riverside.

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

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

25. **Termination.** City, 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 City’s rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

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

25.2 City 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 City decides to abandon or postpone the 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 the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

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

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

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

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this

Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

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

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

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

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” - Compensation

Exhibit “C” - Key Personnel

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

CITY OF RIVERSIDE, a California
charter city and municipal corporation
a California corporation

[**CONSULTANT’S NAME**],

By: _____
_____ City Manager

By:

[Printed Name]

Attest: _____
City Clerk

[Title]

Certified as to Availability of Funds:

By: _____

By: _____ Finance Director
[Printed Name]

[Title]

Approved as to Form:

By: _____
Deputy City Attorney

Master Template
Rev: 02/05/16

EXHIBIT “A”

SCOPE OF SERVICES

EXHIBIT “B”
COMPENSATION

EXHIBIT “C”

KEY PERSONNEL

EXHIBIT E – Cost Summary

The Consultant shall upload a completed Cost Estimate within their proposal submission. The Consultant shall not upload the Cost Estimate as part of their response file.

Costs for services provided shall be all inclusive for each work component necessary to complete each deliverable and include all travel, mileage, lodging, materials, printing, faxing, indirect expenses, individual expenses, overhead, payroll, etc. The City will not be responsible for reimbursing Consultant for any charges not included in the Cost Proposal pricing that are incurred in securing these requirements and services. Each deliverable proposed shall have a single cost.

In the event Consultant anticipates the potential need to perform services beyond those set forth herein, with additional funding needed, the Consultant shall notify the City in writing allowing a minimum of two (2) weeks for the City to consider further action.

1. Guaranteed Maximum Price For Tasks

Payment for each deliverable will be split based on acceptance of a draft deliverable and final document acceptance. The City will provide 70% payment for services at the Draft stage and 30% Final acceptance stage for each deliverable.

The table below is template of what the Consultant shall upload as their Cost Summary for all deliverables. Please add or reduce the table below as needed. Prime Consultant shall provide the, description of the deliverable, corresponding to the Scope of Services and Schedule, and the cost for each proposed deliverable.

#	Draft or Final Acceptance	Brief Deliverable Description	Cost per Deliverable
1	Task 1: Market		\$
2	Task 2: Infrastructure Analysis:		\$
3	Task 3: Fiscal Analysis:		\$
4	Task 4: Public Facilities Financing Plan		\$
5	Task 5: Pro Forma Analysis:		\$
6	Task 6: Services:		\$
7	Total (shall match total in Planet Bids):		\$

2. Hourly Rates

Company shall list the hourly rates for all staff that is scheduled to work on this project.

3. (Optional) Legal Services

Please provide hourly rates for all legal services that may be offered by the Consultant. Rates shall be all inclusive for all paper, printing, etc. All costs not incorporated in the hourly rate for Legal Services shall be shown.

EXHIBIT F - Disclosure Questionnaire

The Consultant shall complete the following questionnaire:

1. Has the Consultant, any officer of the Consultant, or any employee of the Consultant who has proprietary interest in the Consultant, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

2. Has the Consultant, any officer of the Consultant, or any employee of the Consultant who has proprietary interest in the Consultant, ever had any administrative proceedings, claims, lawsuits, or other exposures pending against the Consultant?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.