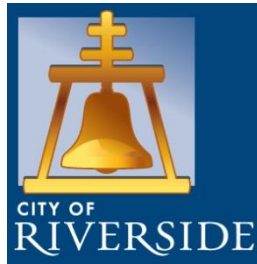


**March 2016**



# **Northside**

## **SPECIFIC PLAN**

### **Request for Qualifications (RFQ) & Proposals (RFP)**

**Northside Neighborhood & Pellissier Ranch Inter-Jurisdictional  
Specific Plan and Program Environmental Impact Report**

*In conjunction with the City of Colton*

**RFP #1612**

**City of Riverside**

Community & Economic Development Department  
3900 Main Street, 3<sup>rd</sup> Floor  
Riverside, CA 92522  
951-826-5371  
[www.RiversideCA.gov/CDD](http://www.RiversideCA.gov/CDD)



**REQUEST FOR QUALIFICATIONS AND PROPOSALS**  
Northside Neighborhood & Pellissier Ranch Inter-Jurisdictional Specific Plan  
and Program Environmental Impact Report

## **I. OVERVIEW: REQUEST FOR QUALIFICATIONS/PROPOSALS**

The City of Riverside ("City") is seeking a consultant team to work with the Northside Neighborhood community, and lead the creation and preparation of the Northside Neighborhood & Pellissier Ranch Inter-Jurisdictional Specific Plan. The consultant team will also prepare the Northside Specific Plan Program Environmental Impact Report (PEIR), for approval of the City of Riverside and the City of Colton.

A successful consultant team will have a diverse background with proven experience in asset-based community engagement, meeting facilitation, urban design, land use planning, real-estate economics and economic development, environmental and historic preservation, mobility, and infrastructure upgrades.

This solicitation will occur in two steps. First there will be a review of the qualifications of all responding consulting firms, from which the City will select a short list of finalists. Subsequently the City will invite the short listed finalists to submit proposals for the preparation of the specific plan and PEIR. Therefore, this solicitation is both a Request for Qualifications (RFQ) and a subsequent Requests for Proposals (RFP). Please note that all consulting firms interested in this project must submit a Statement of Qualifications (SOQ) during the first phase, which must be accompanied by a brief synopsis of how they will implement the project and an estimated budget. Further information regarding the project and the Northside Neighborhood is discussed in Section IV below.

The entire selection process for this project will feature four key phases: (1) Evaluation of qualifications and concept approach; (2) Evaluation of refined project proposals; (3) Consultant interviews and final selection; and (4) Contract negotiation and execution. The timeline in Section II below is provided as a quick reference to key dates and milestones. Additional details about this process, the submittal requirements and evaluation criteria are discussed in Sections VIII and IX below.

## **II. KEY DATES AND INFORMATION**

### **Phase 1: Evaluation of Qualifications and Concept Proposals**

**Friday, March 18, 2016**

**Request for Qualifications (RFQ) & Request for Proposals (RFP) release date**

**Thursday, March 31, 2016, 9:00  
am Pacific Standard Time (PST)**

**Project Introduction Meeting:**

City of Riverside  
Art Pick Council Chambers  
3900 Main Street  
Riverside, CA 92522

The Project Introduction Meeting is not mandatory, but interested participants are encouraged to attend and ask questions about City expectations, desired outcomes and project-related questions. The Project Introduction Meeting will be recorded and posted on-line at:

<http://www.riversideca.gov/planning/northside/>

Attendees are also encouraged to get familiar with the Northside community and Pellissier Ranch area while in Riverside. Maps will be provided at the meeting.

**Thursday, April 7, 2016, 5:00 pm  
Pacific Standard Time (PST)**

**Due date for questions from interested consultants:**

In order to create a fair, equitable, and transparent process, direct communications regarding this RFQ will not be entertained individually by City



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staff. Answers to initial round of questions will be compiled and provided to all interested parties.

All questions shall be submitted in writing via e-mail with “Northside Specific Plan RFQ Questions” in the subject line to:

David Murray, Senior Planner  
[dmurray@riversideca.gov](mailto:dmurray@riversideca.gov)

The final day for the receipt of questions from the Proposer shall be before **5:00 pm PST on Thursday, April 7, 2016**. To ensure fairness and avoid misunderstandings, **all communications must be in written format** and addressed **only** to the individual set forth above. Any verbal communications will not be considered or responded to. Written communications should be submitted via e-mail to the address provided above. 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 Council member, RPU Board member or City staff other than the individual indicated above, prior to award of a contract by City Council, is strictly prohibited and the Proposer shall be disqualified from consideration.**

**Tuesday, April 12, 2016, 5:00 pm PST**

**Answers to consultant questions:**

Answers to all questions will be included in an addendum to the RFQ/RFP and made available to registered consultants via the on-line bidding page. Unless otherwise specified, any addenda issued during the time of bidding must be acknowledged by signing each addendum, which will be made part of the contract. Addenda notifications will be provided to those subscribed to the Electronic Bidder’s List via email.

**Wednesday, April 13, 2016, 9:00 am PST**

**Pre-Submittal Webinar or Conference Call**

The City will host a conference call or webinar to answer additional questions and provide further clarification.

Individuals interested in participating in the webinar or conference call must notify the City to receive instructions. Those interested must submit an e-mail before 2:00 pm April 12, 2016 with “Northside Pre-Submittal Interest List” in the subject line to:

David Murray, Senior Planner  
[dmurray@riversideca.gov](mailto:dmurray@riversideca.gov)

**Thursday, April 21, 2016, Before 2:00 pm PST**

**Statement of Qualifications (SOQ) and Concept Approach Due Date:**

All prospective consultants submitting an SOQ package must include a narrative description of their concept approach and an estimated budget. Concept project approach narratives shall include an introduction of the subconsultant firms, project approach/philosophy, outline of major tasks and milestones to be achieved, and estimated budget. All SOQ, including concept approach and budget, must be supplied on a CD or DVD to the City of Riverside Purchasing Department before 2:00 pm PST on Thursday, April 21, 2016 per the



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instructions in Section VIII below. File uploads cannot be accommodated. NO FLASH DRIVES will be accepted.

Please note that any hard copy proposals will not be accepted. Media containing proposals may be submitted by mail or in person but must be time stamped by the Purchasing Department before the due day/time and will not be returned. All packages must be addressed as follows:

Bidder's Name & Address

City of Riverside; Purchasing Dept.  
Attn: Art Torres (RFP No. 1612)  
3900 Main Street  
Riverside CA 92522

RFP No: 1612  
Due: April 21, 2016  
Before: 2:00 pm PST  
Project: Northside Neighborhood & Pellissier Ranch Inter-Jurisdictional Specific Plan

Packages must be time stamped at the Purchasing office before the due day/time or they will be considered non-responsive.

**Monday, April 25, 2016 to  
Monday, May 2, 2016**

**Evaluation of Statement of Qualifications and Concept Approach:**

Staff Evaluation Team will review and score SOQ packet submittals based on desired qualifications and the extent to which the submittal addresses the requirements of the RFQ.

## Phase 2: Evaluation of Project Proposals

**Tuesday, May 3, 2016, 5:00 pm  
PST**

**Release of Shortlist of Consultants and Request for Revised Project Proposal, Including Scope of Work, Schedule, and Budget:**

The Staff Evaluation Team will identify up to three consultant teams (short-listed teams) to submit a refined Project Proposal (i.e. RFP). The Project Proposals shall expand on the initial concepts submitted with the SOQs, and shall include a Scope of Work, Schedule, and a line-item Budget. Only shortlisted teams will be eligible to respond to the RFP. The shortlist of teams to proceed in the selection process will be posted on-line at:

<http://www.riversideca.gov/planning/northside/>

The City shall have the discretion to expand the number of shortlisted teams to more than 3.

**Thursday, May 5, 2016, 5:00 pm  
PST**

**Due Date for Submitting Questions Related to the Request for Refined Project Proposals, Including Scope of Work, Schedule, and Budget:**

In order to create a fair, equitable, and transparent process, direct communications will not be entertained individually by City staff. Answers to all questions will be included in an addendum to the RFQ/RFP and made available to registered consultants via the on-line bidding page.



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All questions shall be submitted in writing via e-mail with “Northside Specific Plan RFP Questions” in the subject line to:

David Murray, Senior Planner  
[dmurray@riversideca.gov](mailto:dmurray@riversideca.gov)

The final day for the receipt of questions from the Proposer shall be before **5:00 pm PST on Thursday, May 5, 2016**. To ensure fairness and avoid misunderstandings, **all communications must be in written format** and addressed **only** to the individual set forth above. Any verbal communications will not be considered or responded to. Written communications should be submitted via e-mail to the address provided above. 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 Council member, RPU Board member or City staff other than the individual indicated above, prior to award of a contract by City Council, is strictly prohibited and the Proposer shall be disqualified from consideration.**

**Wednesday, May 11, 2016, 5:00 pm PST**

**Answers to Questions Regarding Request for Refined Project Proposals:**

Answers to questions will be included in an addendum to the RFQ/RFP and made available to registered consultants via the on-line bidding page. Unless otherwise specified, any addenda issued during the time of bidding must be acknowledged by signing each addendum, which will be made part of the contract. Addenda notifications will be provided to those subscribed to the Electronic Bidder’s List via email.

**Friday, May 13, 2016, 10:00 am PST**

**Pre-Submittal Webinar or Conference Call**

If necessary, the City may host a follow-up webinar or conference call to answer additional questions and provide further clarification regarding the Refined Approach including the Scope of Work, Schedule and Budget. This follow-up webinar/call will be based on City-initiated correspondence with the shortlisted firms, and shall be at the City’s discretion.

**Wednesday, May 18, 2016, Before 2:00 pm PST**

**Due Date for Refined Project Proposal, Including Scope of Work, Schedule, and Budget:**

Each team shall submit a Refined Project Proposal, including Scope of Work, Schedule, and Budget to the Evaluation Committee before 2:00 pm on May 18, 2016. Refined Project Proposals must be supplied on a CD or DVD to the City of Riverside Purchasing Department before 2:00 pm PST on Wednesday, May 18, 2016 per the instructions in Section IX below. File uploads cannot be accommodated. NO FLASH DRIVES will be accepted.



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Please note that any hard copy proposals will not be accepted. Media containing proposals may be submitted by mail or in person but must be time stamped by the Purchasing Department before the due day/time and will not be returned. All packages must be addressed as follows:

Bidder's Name & Address

City of Riverside; Purchasing Dept.  
Attn: Art Torres (RFP No. 1612)  
3900 Main Street  
Riverside CA 92522

RFP No: 1612

Due: May 18, 2016

Before: 2:00 pm PST

Project: Northside Neighborhood & Pellissier Ranch Inter-Jurisdictional Specific Plan

Packages must be time stamped at the Purchasing office before the due day/time or they will be considered non-responsive.

### Phase 3: Consultant Interviews and Final Selection

**Thursday, May 26, 2016**

**Staff Evaluation Committee and Community Interviews:**

Staff Evaluation Committee Interviews will occur throughout the morning and afternoon on May 26<sup>th</sup>, 2016. Consultant teams shall present their qualifications and proposals at a community meeting in the evening.

Community members will have the opportunity to evaluate the consultant teams and provide feedback to the Staff Evaluation Committee for consideration as part of the selection process. The evaluations received by the community will account for 25 percent of the overall evaluation scores.

**Wednesday, June 1, 2016**

**Staff Evaluation Committee completes evaluation of teams and compiles overall scores:**

Results will be made public upon the release of the agenda and staff report for the June 27, 2016 Public Utilities Board meeting.

### Phase 4: Contract Negotiation and Execution

**Monday, June 27, 2016**

**Public Utilities Board Meeting:**

City staff will present the recommendations of the Evaluation Committee and the community to the Public Utilities Board and request authorization to negotiate a final Scope of Work, Schedule, and Budget and contract with the recommended team.

**Thursday, July 14, 2016**

**Land Use Committee Meeting:**

City staff will present the recommendations of the Evaluation Committee to the City Council Utility Services/Land Use/Energy Development Committee and request authorization to negotiate a final Scope of Work, Schedule, and Budget and contract with the recommended team.



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**Monday, July 18, 2016 to Friday,  
July 29, 2016**

**Contract and Scope Negotiations:**

City staff and the selected team will negotiate a final Scope of Work, Schedule, and Budget and contract.

**Monday, August 1, 2016 to  
Wednesday, August 10, 2016**

**Initiate Contract Execution:**

City staff will coordinate contract finalization through the City process.

**Tuesday, August 23, 2016**

**Anticipated City Council Hearing:**

Upon successful contract negotiations with the selected consultant team, staff will request authorization from City Council to execute the contract.

**Wednesday, August 24, 2016**

**Commencement of Northside Neighborhood Specific Plan process:**

Following selection and authorization of successful consultant team, City staff will hold a kickoff meeting with the consultant team to begin coordinated effort for public engagement and specific plan preparation.





### III. INTRODUCTION

The City of Riverside is a charter city located in Riverside County, California, approximately 55 miles east of Los Angeles (Figure 1). With a total land area of approximately 52,170 gross acres or 81.5 square miles and a population of over 300,000 people, the rapidly growing City of Riverside currently ranks as the 12th largest city in California, 6th in Southern California, and is the largest city within what is known as Southern California's Inland Empire.

Riverside is home to four internationally recognized universities and colleges which support an estimated 60,000+ students. The University of California, Riverside, California Baptist University, La Sierra University, and Riverside City College, offer specialized training, research partnerships, and a high-technology environment to support emerging and innovative companies.

Riverside enjoys a rich multi-cultural heritage with influences reflected in the City's architecture, cuisine, arts, and civic life. Riverside has evolved from a quiet agricultural colony into a dynamic, active city, and a hub for higher education, technology, commerce, law, government, finance and culture. Riversiders enjoy many artistic venues from excellent film, dance and symphony to art, museums, and theater.

An important part of what makes Riverside a special place to live is its abundance of historic resources. Preservation of these resources fosters civic and neighborhood pride and forms the basis for identifying and maintaining community character. With this understanding, the City of Riverside has developed a historic preservation program which is among the most active and well-respected in California.

For the past 100 years, comprehensive city planning has been a common practice in the City of Riverside. Beginning in 1915 with the formation of one of the first planning commissions in the State and subsequent adoption of one of the first comprehensive plans, Riverside was a pioneer of the early city planning movement in California. The Master Plan of the City from 1928-29, drafted by prominent West Coast planner Charles Cheney, included a Traffic Street Plan along with Recreation, Civic Center and Regional Plans that are, to this day, manifested in Riverside's built environment. Similarly, Riverside's natural features as well as its agricultural land have been effectively preserved through the growth management initiatives of the 1970s.

**Figure 1: Regional Location Map**







Focused comprehensive planning efforts have also been effectively implemented to guide development in target areas throughout the City. Beginning in the 1980s through early 2000s, Specific Plans in the Hunter Business Park, Marketplace, University Avenue and Downtown areas of the City have been instrumental in facilitating infill development, adaptive reuse of historic buildings and improving aging infrastructure. In recent times, Riverside continues to put comprehensive planning at the forefront of the planning process. In 2007, the City adopted the General Plan 2025, an award-winning visionary plan built on Smart Growth principles. Truly a comprehensive plan, the General Plan 2025 includes elements in neighborhood planning, urban design, air quality, education, arts and culture, and historic preservation – it is featured as a model on the California Planning Roundtable’s *Reinventing the General Plan* website ([www.reinventingthegeneralplan.org](http://www.reinventingthegeneralplan.org)).

While rich in history, Riverside is investing in the future. Through the Riverside Renaissance, the City has invested billions of dollars in infrastructure improvements to serve residents and businesses well into the future – beginning in 2006 and completed largely by 2011, the City undertook a 5-year effort to complete 30 years’ worth of infrastructure investment. The uniqueness of Riverside comes from its people, “Riversiders,” and the strong collaborative partnerships that exist among civic, cultural, educational and business leaders – as demonstrated by Riverside’s unparalleled Seizing Our Destiny program ([www.seizingourdestiny.com](http://www.seizingourdestiny.com)).

#### **IV. PROJECT SUMMARY**

As stated in Section I above, the City of Riverside is seeking a consultant team with backgrounds in asset-based community engagement, meeting facilitation, urban design, land use planning, real-estate economics and economic development, environmental and historic preservation, mobility, and infrastructure upgrades. Interested firms are encouraged to submit a Statement of Qualifications (SOQ) for the development of a Northside Neighborhood & Pellissier Ranch Inter-Jurisdictional Specific Plan and related Program Environmental Impact Report (PEIR). The Northside Neighborhood, as defined in the City of Riverside general Plan 2025, encompasses approximately 1,423-acres, which is roughly 2.7% of the City’s area (Figure 2). This area does not include portions of the project located in the City of Colton.

The Northside Neighborhood as defined within the City’s General Plan 2025 is bounded by Interstate 215 to the east, State Route-60 to the south, the Santa Ana River to the west and the City limits to the north. The Northside Neighborhood contains a wide variety of uses, including single-family residences in semi-rural settings and traditional suburban subdivisions, apartments, parks and recreation facilities, as well as industrial, commercial and office development.









At minimum, the Northside Neighborhood & Pellissier Ranch Inter-Jurisdictional Specific Plan will include the properties within the Northside Neighborhood, as reflected in the City's adopted General Plan, and depicted in Figure 2. Additionally, the specific plan analysis will need to consider properties south of the 60 freeway, and east of the 215 freeway, as there are areas outside the General Plan's defined boundaries of the Northside Neighborhood that are intertwined with the Northside Neighborhood; either through a shared history, community identity, or commerce, as well as areas that serve as gateways to the Northside Neighborhood. Of particular interest to the Specific Plan effort is the residential neighborhood east of the 215 freeway, bounded by Columbia Avenue and the railroad tracks; and the commercial properties on Main Street, south of the 60 freeway. The Northside Neighborhood & Pellissier Ranch Inter-Jurisdictional Specific Plan effort must include an analysis of nearby properties and a recommendation of their inclusion.

The Northside Neighborhood & Pellissier Ranch Inter-Jurisdictional Specific Plan effort will also include properties north of the Northside Neighborhood shown in Figure 2. This is because the plan needs to include a 227-acre property known as Pellissier Ranch (Figure 3), which is undeveloped land owned by the Riverside Public Utilities. Through this specific plan effort the City will be evaluating potential uses for the site as a way to determine market value of the asset while acting in the best interest of the ratepayers. As part of the process, the City may consider a variety of actions, including, but not limited to, a negotiated sale, long-term lease, long-term preservation, or perhaps other entitlement mechanisms that are acceptable to the community and meet the statutory requirements associated with ratepayer investments. The Specific Plan effort should also consider the properties within the City of Colton that are located between the City of Riverside boundary and the Pellissier Ranch property, but not owned by the City of Riverside. These parcels are to be included in the assessment of existing conditions, infrastructure and market analysis, as well as the community engagement process; but may be removed from the boundaries of the final Northside Neighborhood & Pellissier Ranch Inter-Jurisdictional Specific Plan if the community, property owners or City of Colton are not in support of their rezoning.

It is worthwhile to note that a Community Plan was adopted for the Northside in 1991, including the Pellissier Ranch property. This plan was prepared to improve the overall appearance of the Northside through upgraded development standards and a stronger code enforcement program. The Northside Community Plan set forth guidelines, goals, and policies for the orderly development of the various land uses in the area based on community input. The Community Plan was later superseded with the adoption of General Plan 2025 in 2007, at which time the Community Plan's goals and policies were incorporated into the most recent Land Use and Urban Design Element (Northside Neighborhood, pp LU-105 to LU-110). These policies and objectives focus on the maintenance and improvement of park and recreation facilities, preservation of long established residential uses, and enhancement of the small, yet economically successful, commercial and industrial sites. Like the General Plan 2025, the 1991 Northside Community Plan is an important resources for the selected consultant to review, in order to gain a better understanding of the community context.



Figure 3: City-Owned Properties



While emphasizing a balanced community is important, it is recognized that office, industrial and commercial uses can encroach on residential neighborhoods if not carefully planned. The Northside community has expressed concerns about quality of life issues such as increased traffic, objectionable odors, and noise disturbances associated with non-residential uses. The community has specifically expressed a particular concern that continued and additional industrial, warehouse, and manufacturing development would increase vehicular traffic on streets with existing residential uses, such as Center Street, Orange Street and Columbia Avenue. These streets provide access to Interstate 215 and State Highway 60; therefore vehicular traffic, especially large trucks, could have a significant impact on said the residential streets, and generate additional noise, odors and emissions not appropriate for residential neighborhoods.

A major concern of the Riverside community is the future of the Ab Brown Sports Complex and former Riverside Golf Course, which constitute 179-acres of vacant or underutilized City-owned property in the heart of the Northside Neighborhood (Figure 3). As with Pellissier Ranch, these properties are being evaluated for their value based on potential land uses and possible reuse through a lease, sale, preservation, or other entitlement. The potential reuse is of concern to the residents because of the properties' size and central locations have the opportunity to define the future of the Northside Neighborhood and the investment on nearby properties. Because the properties are underutilized and owned by the City (RPU), the City Planning Division intends to obtain community input and develop a community-based vision for the properties.



Concern also exists pertaining to the area surrounding the Ab Brown Sports Complex and former Riverside Golf Course, which currently contains many vacant or underutilized properties, including land zoned for industrial and warehouse uses (BMP - Business and Manufacturing Park and I – General Industrial). These properties represent opportunities for catalyst projects and significant private investment in the area. A community visioning process is to be included in the Specific Plan effort to determine the mix of uses that best preserves the neighborhood identity while encouraging private investment, job creation, and increased property values. The intent is to balance the broad range of community objectives for the area, while ensuring the privately owned properties can accommodate attractive and well-designed projects that are economically viable, integrated and complimentary to the Northside Neighborhood, and serves the needs of local residents.

The Northside Neighborhood Specific Plan will be based on a combination of community visioning exercises, an evaluation of site-specific strengths and weaknesses, and technical analyses. The intended outcome is a regulatory document that facilitates and encourages future use and development of vacant and underutilized properties in a manner that reflects the community-based vision. This document will also be instrumental in guiding any future use or sale of the City-owned properties.

Additionally, the City recently adopted the Riverside Restorative Growthprint (RRG), which is a policy framework for reducing greenhouse gas emissions through market driven economic opportunities. The selected consultant will be expected to identify solutions during the planning process that reduce greenhouse gas emissions across all four emission sectors, which include (1) energy, (2) transportation and land use, (3) water and (4) solid waste. These solutions must be a balanced and diverse approach that guides future investments consistent with the RRG's top ten Entrepreneurial Opportunity Areas (EOAs), and include private and public investments opportunities in the Northside Neighborhood that reduce greenhouse gas emissions while enhancing the community's quality of life and the area's natural environment.

## **V. APPROACH**

The City fully expects that the development of the Northside Neighborhood & Pellissier Ranch Inter-Jurisdictional Specific Plan will run concurrently with the completion of a Program Environmental impact Report (PEIR) to ensure timely and efficient completion and adoption. The project would begin immediately upon contract approval, with an anticipated completion date, including City Council approvals and CEQA clearance, within 18-20 months. The City recognizes the aggressive timeline for this effort and is seeking a consultant team that has a demonstrated track record of similar projects.

Through the Northside Neighborhood & Pellissier Ranch Inter-Jurisdictional Specific Plan, the City of Riverside intends to develop an illustrated community vision that is developed through extensive, intense, public outreach and collaboration – the effort must be clearly community-based every step of the way. The resulting regulations and standards within the specific plans will be presented in both a written format and clearly drawn diagrams, and other visuals. Although a form-based code may be considered for the Specific Plan, staff initially believes a hybrid approach may be appropriate (one that incorporates desired form, scale and character through an illustrative nature typical of a form-based code, but with the flexibility found in traditional zoning).





The intent of incorporating form-based elements into the Specific Plan is to address community concerns related to the public realm, open space, land use, and community aesthetics in a holistic manner, while providing residents, business owners, and developers predictability for the future development of the neighborhood.

The goals for the creation of the Northside Neighborhood & Pellissier Ranch Inter-Jurisdictional Specific Plan are to:

- Define a community-based vision for the planning area;
- Preserve and protect existing neighborhoods, uphold historic preservation, accommodate mobility choices, and facilitate great public realms;
- Evaluate natural, cultural, and historic resources and identify opportunities for enhancement and integration into future development through a built-in mitigation program.
- Prepare development standards for an appropriate mix of uses that implement the vision;
- Apply scenario development and modeling tools to express the varying impacts of development and infrastructure investment choices; and
- Attain program-level CEQA clearance and expedited project review for vision-consistent projects.

Specific outcomes and deliverables from the selected consultant include, but are not limited to:

- A public engagement work plan that identifies community workshops that enable all interested parties the opportunity to provide input into the planning process and identifies key stakeholder groups;
- A coordinated consensus between the cities of Riverside and Colton on land use and development standards for the RPU-owned Pellissier Ranch property and unincorporated private property between the Riverside/Colton boundary and the RPU property;
- A market analysis that describes what is possible in terms of existing economic, demographic, and real estate trends;
- A comprehensive historic context analysis of the Northside, including but not limited to the Trujillo Adobe (believed to be the oldest existing structure in Riverside County) and related resources;
- A cursory hydrologic analysis of the City-owned properties, including potential arroyo delineation and creek restoration plan;
- Integration of a quarterly arborist report of the existing mature trees and vegetation on the Former Riverside Golf Course.
- An area-wide biological and natural resources analysis and mitigation program;
- An area-wide evaluation of potential flooding from the Santa Ana River or due to topographical conditions;
- A highly illustrative document that incorporates design criteria and consists of clear and objective development standards and design guidelines; and
- A complete CEQA analysis to support the resulting specific plan, including a Program Environmental Impact Report (PEIR) and supporting technical analysis.



Davenport Institute Grant:

The City of Riverside Planning Division was selected by the Davenport Institute for Public Engagement and Civic Leadership at Pepperdine University to receive a 2015 Public Engagement Grant in the amount of \$12,000 to support the Northside Specific Plan community engagement process. As one of four California municipalities to receive the annual grant, the City will benefit from the guidance and expertise of the Davenport Institute in developing an effective “bottom-up” public process.

The successful consultant will be required to integrate into the Specific Plan an effective community engagement program consistent with the methodologies and approach specified by the Davenport Institute. The community engagement component of the Specific Plan that meets the intent of the grant will be funded directly through, and coordinated with, the Davenport Institute, under direction of the City of Riverside.

The Davenport Institute of Public Engagement and Civic Leadership is a multi-partisan and non-profit organization formed in 2005 to promote citizen participation in governance. Since 2008, the Davenport Institute has provided annual grants to improve local civic dialog and support ongoing, constructive relationships between government and citizens around various issues. More information about the Davenport Institute can be found at <http://publicpolicy.pepperdine.edu/davenport-institute/>. For information specifically related to the annual public engagement grant, please visit <http://publicpolicy.pepperdine.edu/davenport-institute/grants/annual/>.

Our Riverside Our Neighborhoods:

Concurrent with the Northside Specific Plan, the City of Riverside Neighborhoods Division is embarking upon a neighborhood engagement effort called “*Our Riverside, Our Neighborhoods*.” *Our Riverside, Our Neighborhoods* (ORON) is an Asset-Based Community Development (ABCD) effort to engage and empower residents to develop visions and strategies to create positive change in their neighborhoods. Unlike a typical top-down approach to planning, ABCD focuses on building community capacity to achieve neighborhood goals and reduce reliance on government intervention when addressing challenges.

The Northside Neighborhood will be a focus of the ORON effort beginning with a Neighborfest kickoff event on May 21, 2016. The event will include music, activities for kids, and interactive learning activities for all ages. The event is intended to tap into the community’s natural gifts, skills, talents, and networks to empower the neighborhood help make a difference in their communities.

The ORON effort presents both an opportunity and a challenge to mesh the efforts, schedules, and outcomes of ORON with the Specific Plan effort, without adding confusion to the parallel efforts. The successful consultant must outline how the two efforts will be integrated, while remaining sensitive to the community process. It is imperative that the selected consultant maintain an open dialog with community leaders and foster a culture of trust and understanding. More information about *Our Riverside, Our Neighborhoods* can be found at <http://www.riversideca.gov/ourneighborhoods/>.





## **VI. TENTATIVE PROJECT SCHEDULE**

The City of Riverside expects to have a Council-approved Northside Specific Plan and related CEQA analysis within 18 to 20 months from the start date of the project. The project is expected to start in August, 2016 and end in April 2018.

## **VII. DESIRED QUALIFICATIONS**

The ideal team for the Northside Neighborhood & Pellissier Ranch Inter-Jurisdictional Specific Plan, and PEIR would include the following disciplines and attributes:

- A highly organized and responsive team that collaborates, listens, and partners with the community.
- A strategic project manager with substantial experience in community-based planning, development, the management of multidisciplinary teams, and planning and implementing strategies within urban districts and neighborhoods.
- A team with demonstrated experience producing multi-jurisdictional plans.
- A team that is passionate about collaborating with the community and has demonstrated substantial success in community education, community visioning, public relations, project branding and marketing, effective on-line community visioning efforts, and engagement of Spanish-speaking communities.
- Team members with substantial experience in planning and revitalization.
- Team members with experience integrating a bottom-up Asset-Based Community Development (ABCD) effort.
- Team members with proven experience in analyzing market trends and an ability to assess the feasibility of both residential and non-residential development in order to fairly identify the highest and best use of vacant and underutilized land.
- Team members with expertise in scenario development and modeling tools to express the varying impacts of development and infrastructure investment choices.
- Strategic leadership that understands the multiple challenges of managing change within urban districts over time, and that can “connect the dots” of market analysis, economic development, community organizing, urban design, placemaking, historic preservation, sustainability, mobility, neighborhood vitality, district branding and promotions, and public infrastructure.
- Team members that have developed plans and strategies that have been successfully implemented to bring about desirable change in other communities.
- An environmental team that has substantial experience preparing legally defensible environmental impact reports that can reduce the need for future environmental analysis for individual development projects.
- Team members with substantial experience preparing all necessary technical studies to prepare a Specific Plan and PEIR that complies with California State Law.
- Talented urban designers, writers, GIS analysts, illustrators, and graphic artist that can prepare user-friendly and graphically enriched presentations, promotion and public relations materials, posters, maps, diagrams, reports, and products.



## VIII. STATEMENT OF QUALIFICATIONS AND CONCEPT APPROACH REQUIREMENTS

### Statement of Qualifications (SOQ) Length and Format

The SOQ, including the Concept Approach and estimated budget, shall be limited to a maximum length of 40 numbered pages submitted as a PDF file on a CD or DVD. With the exception of the front and back cover, the table of contents, and a maximum 2-page cover letter, everything submitted within the SOQ will be counted as a numbered page.

### SOQ Background Resources

The City of Riverside has a number of background resources that may assist teams in preparing an SOQ for this project. The following background resources may be viewed on-line at <http://www.riversideca.gov/planning/northside/>:

- November 2015 Northside Community presentation
- 1991 Northside Community Plan (Rescinded)
- Riverside 2.0 Strategic Plan
- Our Riverside, Our Neighborhoods
- Riverside Restorative Growthprint
- City of Riverside Seizing Our Destiny
- General Plan 2025
  - Also see: General Plan 2025 Final Program Environmental Impact Report
- City of Riverside Municipal Code
- Related maps, figures, and additional resources
- Notes from previous community meetings and conversations
- Related City Council and City Planning Commission meeting reports and minutes
- Historic resource designations and previous historic resource survey documents
- The City of Colton General Plan and accompanying Environmental Impact Report
- The City of Colton Municipal Code
- The City of Colton draft Roquet property concept

Additionally, the City has been made aware of community-driven planning concepts which will help inform the consultant:

- Spanish Town Heritage Foundation has outlined a “Spanish Town” development concept focused on the preservation and enhancement of the Trujillo Adobe
- The Springbrook Heritage Alliance has created a concept community plan for the Northside

### Statement of Qualifications Topics

At minimum, the following topics should be addressed in the Statement of Qualification in the order presented:

#### Part I: Team Description

Describe the team that you have assembled to prepare the Northside Neighborhood & Pellissier Ranch Inter-Jurisdictional Specific Plan, and PEIR. Why is your team pursuing this project? What are your team’s strengths and why should the City consider your team for this project? Why were team members selected? What planning, urban design, revitalization, mobility, economic development, and public involvement philosophies generally resonate with your team members?



Please note that the City is less interested in generalized firm descriptions and more interested in the shared values of the team members.

**Part II: Background, Experience, and Availability of Key Team Members and Client References**

At minimum, describe the background, relevant experience, and availability of the following team members:

- Overall Project Director/Principal In-Charge
- Specific Plan Project Manager
- CEQA/PEIR Project Manager
- Community Involvement/Public Engagement Leader

The SOQ should clearly note if one person is designated to serve multiple roles on the team (such as the Urban Design Leader and Form-Based Code Leader). Please clearly indicate the proportion of time each person's time dedicated (%) to this project.

Three client references for the above individuals must be included. If one person is serving multiple roles on the team the references provided should be able to speak to all of the designated roles of that team member.

**Part III: Concept Approach**

Describe your team's proposed approach to prepare the Northside Neighborhood & Pellissier Ranch Inter-Jurisdictional Specific Plan, and PEIR. Please prepare your response with consideration of the following questions:

- A. People. How will your team work with people (including public officials, staff from the City of Riverside and the City of Colton, outside agencies, community organizations, property owners, business, owners, residents, and potential developers) to achieve a vision and plan that receives broad support from the community? How do you engage Spanish-speaking communities? How do you intend to integrate a distinctive community engagement component that satisfies the intent and approach of the Davenport Institute grant into the overall community engagement approach?
- B. Place. How will your team gain an understanding of the physical, economic, social, and environmental components of the project area and its surrounding neighborhoods, and how will you organize your community-based approach to respect the unique interests, attributes, challenges, and opportunities within the neighborhood? What approach should be employed to determine the planning area?
- C. Products. What products will your team prepare for this project, including innovative and value-added deliverables to effectively achieve community-supported outcomes? How will you prepare an inter-jurisdictional specific plan?
- D. Progress. How will your team's project management and approach result in a successful community-based process, plan adoption, and future implementation? How will you communicate progress to the public, public officials, and staff?



#### Part IV: Estimated Budget

Provide an Estimated Budget based on major tasks and key milestones. A consultant team may provide a range of costs, provided the delta between low and high costs is adequately explained. Tasks associated with the \$12,000 Davenport Institute grant must be specifically identified.

City staff will use the Estimated Budget to inform decision makers and adequately plan the budget through 2018. Those consulting teams selected to move onto Phase 2 of the selection process will be asked for a more refined line-item budget.

#### Part V: Team Success

Describe three (3) to five (5) places, districts, or neighborhoods that have been transformed as a result of your team's work. What team members were involved in each project and what role did they play? What was the place like when the project started, and what is the place like now? Describe the process that was used to engage the community and generate community support for change? What strategies did your team recommend and what were the results of implementation? How has each place changed or improved physically? How has the economy been transformed? Has the social fabric and environment of each community been strengthened? Based on your work, is each community organized and working together to achieve common interests and visions? Provide at least one reference from each community that can verify your team's involvement in the process of change.

#### Part VI: Sample Products

Gaining an understanding of the products prepared by key team members (see Part II) is important to the Staff Evaluation Committee. Please provide internet links to no more than five (5) sample products that represent the work of key team members. A range of small to large products should be provided, such as community workshop fliers, on-line surveys, economic studies, technical studies, PowerPoint presentations, branding reports, architectural illustration, form-based codes, urban design concepts, specific plans, neighborhood revitalization strategy, historic preservation property surveys, videos documenting a process, and environmental impact reports.

#### **Desired SOQ Qualities**

Within the above parameters, each team is encouraged to submit as much detail as appropriate in order to demonstrate relevant experience, qualifications, skills, and approach for the Northside Neighborhood & Pellissier Ranch Inter-Jurisdictional Specific Plan, and PEIR. The organization, layout, readability, and overall quality of the SOQs will be viewed as an indicator of the team's written and graphic communication skills and overall quality of work.

#### **SOQ Submittal**

All prospective consultants submitting an SOQ package must include a narrative description of their concept approach and an estimated budget. Concept project approach narratives shall include an introduction of the subconsultant firms, project approach/philosophy, outline of major tasks and milestones to be achieved, and estimated budget. All SOQ, including concept approach and budget, must be supplied on a CD or DVD to the City of Riverside Purchasing Department



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before 2:00 pm PST on Thursday, April 21, 2016. File uploads cannot be accommodated. NO FLASH DRIVES will be accepted.

Please note that any hard copy proposals will not be accepted. Media containing proposals may be submitted by mail or in person but must be time stamped by the Purchasing office before the due day/time and will not be returned. All packages must be addressed as follows:

<b>Bidder's Name &amp; Address</b>	City of Riverside; Purchasing Dept. Attn: Art Torres (RFP No. 1612) 3900 Main Street Riverside CA 92522
RFP No: 1612 Due: April 21, 2016 Before: 2:00 pm PST Project: Northside Neighborhood & Pellissier Ranch Inter-Jurisdictional Specific Plan	

Packages must be time stamped at the Purchasing office before the due day/time or they will be considered non-responsive.

All prospective Proposers submitting a proposal must be subscribed to the Electronic Bidder's List for that RFP. If the Proposer is not listed on the Electronic Bidder's List by subscribing at [www.riversideca.gov/bids](http://www.riversideca.gov/bids), then the proposal will be considered non-responsive, and given no further consideration. Additionally, the proposal must be submitted under the same company name as used to subscribe to the RFP on the Electronic Bidder's List.

The City reserves the right to accept, reject, and evaluate any and all submittals, to request additional information, and to change the scope of this RFQ. Any SOQ packets submitted become the property of the City. The City will not be liable for, nor pay, any costs incurred by the respondent in the preparation of a response to this RFQ or any other costs involved, including travel expenses.

## **IX. SELECTION PROCESS**

The selection process will entail four phases:

- Phase 1: Evaluation of Qualifications and Concept Proposal
- Phase 2: Evaluation of Refined Project Proposals
- Phase 3: Consultant Interviews and Final Selection
- Phase 4: Contract Negotiation and Execution

### **Phase 1: Evaluation of Qualifications and Concept Proposals**

The submitted Statements of Qualifications and Concept Proposals will be evaluated by a Staff Evaluation Committee consisting of the following individuals:

#### **City of Riverside Staff:**

- Community & Economic Development Director
- Community & Economic Development Deputy Director



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- City Planner
- Specific Plan and PEIR Project Manager(s)
- Successor Agency/Real Property Services Project Manager
- Neighborhoods Program Coordinator
- Historic Preservation Officer
- Riverside Public Utilities General Manager
- Public Works Director or City Engineer
- Director of Parks, Recreation and Community Services
- Museum Director
- City of Colton Representatives

The SOQ and Concept Approach submitted to the City shall include all required components as listed in Section VIII above.

The Staff Evaluation Committee will have one or more meetings to rank the teams based on the following criteria:

Criteria	Max. Possible Score
Experience, Qualifications, Availability, and References of the Project Director/Principal In-Charge	15
Experience, Qualifications, Availability, and References of the Specific Plan Project Manager	15
Experience, Qualification, Availability, and References of the CEQA/PEIR Project Manager	15
Team's Approach to the Northside Neighborhood & Pellissier Ranch Inter-Jurisdictional Specific Plan, and PEIR	15
Experience, Qualification, Availability, and References for the Community Involvement/Public Engagement Leader	10
Team experience with comprehensive community-based planning projects	10
Demonstrated success of the team in other communities	10
The quality of the example products (provided by internet links)	5
Readability and overall quality of the Statement of Qualifications	5
<b>TOTAL</b>	<b>100 Points</b>

**Phase 2: Evaluation of Refined Project Proposal**

The Evaluation team will identify up to three consultant teams selected to submit a Project Proposal, which will refine and expand the concepts submitted with the SOQ. The Refined Project Proposal shall include a Scope of Work, Schedule, and line-item Budget. Only those teams selected will be eligible to respond to the request for a Refined Project Proposal. The shortlist of teams to proceed in the selection process and the Request for Proposals will be posted on-line at:

<http://www.riversideca.gov/planning/northside/>

The Staff Evaluation Committee reserves the right and discretion to select more than 3 firms based on the SOQs submitted.



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Each team will submit a Refined Project Proposal, including Scope of Work, Schedule, and Budget on a CD or DVD to the City of Riverside Purchasing Department before 2:00 pm PST on Wednesday, May 18. File uploads cannot be accommodated. NO FLASH DRIVES will be accepted.

As an option (but not in lieu of the proposal), the consultant team may provide a link as part of the RFQ to a maximum 3-minute multimedia presentation or video describing the team's qualifications and approach for the Northside Neighborhood & Pellissier Ranch Inter-Jurisdictional Specific Plan, and PEIR. This multimedia presentation may be posted online, allowing the community to become familiar with the teams prior to the community interviews.

Please note that any hard copy proposals will not be accepted. Media containing proposals may be submitted by mail or in person but must be time stamped by the Purchasing office before the due day/time and will not be returned. All packages must be addressed as follows:

Bidder's Name & Address

City of Riverside; Purchasing Dept.  
Attn: Art Torres (RFP No. 1612)  
3900 Main Street  
Riverside CA 92522

RFP No: 1612

Due: May 18, 2016

Before: 2:00 pm PST

Project: Northside Neighborhood & Pellissier Ranch Inter-Jurisdictional Specific Plan

Packages must be time stamped at the Purchasing office before the due day/time or they will be considered non-responsive.

All prospective Proposers submitting a proposal must be subscribed to the Electronic Bidder's List for that RFP. If the Proposer is not listed on the Electronic Bidder's List by subscribing at [www.riversideca.gov/bids](http://www.riversideca.gov/bids), then the proposal will be considered non-responsive, and given no further consideration. Additionally, the proposal must be submitted under the same company name as used to subscribe to the RFP on the Electronic Bidder's List.

The City reserves the right to accept, reject, and evaluate any and all submittals, to request additional information, and to change the scope of this RFQ. Any SOQ packets submitted become the property of the City. The City will not be liable for, nor pay, any costs incurred by the respondent in the preparation of a response to this RFQ or any other costs involved, including travel expenses.





### Phase 3: Consultant Interviews and Final Selection

The shortlisted teams will be invited to participate in an interview with the Staff Evaluation Committee. Evaluation Committee Interviews will occur throughout the morning and afternoon on May 26, 2016. Consultant teams shall present their qualifications and proposals at a community meeting in the evening.

The Staff Evaluation Committee will evaluate the consultants based on the following criteria:

	Staff Evaluation Committee Interview Evaluation Criteria	Max. Possible Score
Technical Approach	<b>Technical Approach – Specific Plan</b> <ul style="list-style-type: none"> <li>Process to create the Specific Plan clearly outlined</li> <li>Public involvement/consensus process adequate &amp; clearly described</li> </ul>	20
	<b>Technical Approach – Environmental Review</b> <ul style="list-style-type: none"> <li>Environmental review (CEQA) process appears appropriate for project</li> <li>Environmental documentation meets need of inter-jurisdictional adoption, while remaining defensible</li> </ul>	20
Consultant Firms	<b>Consultant Firms – Specific Plan</b> <ul style="list-style-type: none"> <li>Experience: Large scale, community-building, inter-jurisdictional specific plans</li> <li>Demonstrated ability to perform required tasks</li> <li>Local familiarity</li> <li>Value added sub-consultants</li> </ul>	10
	<b>Consultant Firms – Environmental Review</b> <ul style="list-style-type: none"> <li>Experience: Legally defensible environmental documents</li> <li>Demonstrated ability to perform required tasks</li> <li>Local familiarity</li> </ul>	10
Project Mgt.	<b>Project Management – Specific Plan</b> <ul style="list-style-type: none"> <li>Reasonable total number &amp; distribution of hours</li> <li>Adequate qualifications and time commitment of key individuals</li> </ul>	10
	<b>Project Management – Environmental Review</b> <ul style="list-style-type: none"> <li>Reasonable total number &amp; distribution of hours</li> <li>Adequate qualifications and time commitment of key individuals</li> </ul>	10
Cost	<b>Project Cost</b> <ul style="list-style-type: none"> <li>Realistic cost for services to be performed</li> <li>Appropriate allocation of cost to tasks &amp; activities</li> </ul>	20
	<b>TOTAL</b>	<b>100</b>

Community members will also have the opportunity to evaluate the consultant teams and provide feedback to the Staff Evaluation Committee for consideration as part of the selection process. The evaluations received by the community will account for approximately 25 percent of the overall evaluation scores (35 points out of a combined total of 135 points).

The community representatives will evaluate the consultants based on the following criteria:

Community Representative Interview Evaluation Criteria	Max. Possible Score
The consultant team communicates clearly	7
The consultant team is knowledgeable about Riverside	7
The consultant team is receptive (listens) to the public and answers questions appropriately	7
Overall quality of the presentation to the Community	7
The consultant team is a good fit for Riverside	7
<b>TOTAL</b>	<b>35 Points</b>



After the interviews, the Staff Evaluation Committee will meet one or more times to discuss, evaluate, and rank the teams. The scores of the Staff Evaluation Committee will be compiled with the scores of the community representatives to determine the final team rankings. On June 1, 2016, final rankings will be announced and posted online at:

<http://www.riversideca.gov/planning/northside/>

#### **Phase 4: Contract Negotiation and Execution**

City staff will present the recommendations of the Staff Evaluation Committee to the Public Utilities Board on June 27, 2016, followed by the Utility Services/Land Use/Energy Development Committee on July 14, 2016. Upon successful contract negotiations with the selected consultant team, staff will request authorization from City Council to execute the contract.

Following authorization, staff will commence negotiations with the lead consultant. The intent of these negotiations is to make adjustments to the proposed Scope of Work to ensure the needs and requirements of the City are fully addressed. Items to be considered during this negotiation may include, but are not limited to, key tasks, project schedule, community outreach approach, timing and approach of environmental, economic, historic, and cultural evaluations, and deliverables. Once a mutually acceptable Scope of Work is agreed upon, the City will present the final Scope of Work, Schedule, and budget along with a summary of the RFQ/RFP process to the City Council for funding allocation and approval of the Professional Consultant Service Agreement as discussed in Section XII. City staff is not authorized to negotiate terms and conditions of the standard contract agreement as stipulated in Section XI.

#### **X. Inquiries Regarding this Request for Qualifications and Pre-Submittal Seminar**

Throughout the process, there will be several opportunities to ask questions and obtain further clarification on the project, desired outcomes, desired qualifications, and submittal requirements. City staff will host a Project introduction Meeting on:

Thursday, March 31, 2016  
9:00 am  
City of Riverside City Hall  
Art Pick Council Chambers  
3900 Main Street  
Riverside, CA 92522

The Project Introduction Meeting is not mandatory, but interested participants are encouraged to attend and ask questions about the project, City expectations, desired outcomes and other project-related questions. The Project Introduction Meeting will be recorded and will be available to view on-line at:

<http://www.riversideca.gov/planning/northside/>



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Following the Project Introduction Meeting, there will be two opportunities for formal questions, as well as pre-submittal seminars, as needed for further clarification. In order to create a fair, equitable, and transparent process, direct communications regarding this RFQ will not be entertained individually by City staff. All questions shall be submitted in written format by e-mailing:

David Murray, Senior Planner  
[dmurray@riversideca.gov](mailto:dmurray@riversideca.gov)

To ensure fairness and avoid misunderstandings, **all communications must be in written format** and addressed **only** to the individual set forth above. Any verbal communications will not be considered or responded to. Written communications should be submitted via e-mail to the address provided above. 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 Council member, RPU Board member or City staff other than the individual indicated above, prior to award of a contract by City Council, is strictly prohibited and the Proposer shall be disqualified from consideration.**

The first round of questions is due on Thursday, April 7, 2016. Answers to all questions will be included in an addendum to the RFQ/RFP and made available to registered consultants via the on-line bidding page. Unless otherwise specified, any addenda issued during the time of bidding must be acknowledged by signing each addendum, which will be made part of the contract. Addenda notifications will be provided to those subscribed to the Electronic Bidder's List via email.

Additional clarity may be requested during the Pre-Submittal Seminar, which may be in the form of a web-based presentation or conference call presentation by City Staff, scheduled to occur on Wednesday, April 13, 2016 at 9:00 am PST. Individuals interested in participating in the webinar or conference call must notify the City to receive instructions on accessing the interactive discussion. Those interested must submit an email no later than 5:00 pm on Tuesday, April 12, 2016, with "Northside Pre-Submittal Interest List" in the subject line, to:

David Murray, Senior Planner  
[dmurray@riversideca.gov](mailto:dmurray@riversideca.gov)

The second and final round of questions are due on Thursday, May 5, 2016. This is an opportunity for the shortlisted consultant teams to ask additional questions regarding the submittal of the Refined Project Proposal, including the Scope of Work, Schedule, and Budget. Answers to all questions will be included in an addendum to the RFQ/RFP and made available to registered consultants via the on-line bidding page. Unless otherwise specified, any addenda issued during the time of bidding must be acknowledged by signing each addendum, which will be made part of the contract. Addenda notifications will be provided to those subscribed to the Electronic Bidder's List via email.

If necessary, the City may host a follow-up webinar or conference call on Friday, May 13 to provide additional clarity to the responses. The follow-up webinar/call will be based on correspondence with the shortlisted firms, and it shall be at the City's discretion.



## **XI. General Terms and Conditions**

The successful Consultant will be required to sign a Professional Consultant Service Agreement ("Agreement"). **No modifications to this agreement are permitted.** The Consultant must meet all insurance requirements in the Sample Agreement (Exhibit 1). All terms and conditions of the Agreement are non-negotiable. Any modifications to the Agreement by the Consultant shall result in the Proposal being rejected.

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 the successful Consultant refuses or fails to execute the Agreement, the City may award the Agreement to another qualified Consultant.

The successful Consultant will also be required to obtain and pay for all licenses necessitated by the Proposer's operations. Prior to performing any services, Consultant and its subcontractors shall be required to have a City of Riverside Business Tax Registration valid for the life of the Agreement; and provide evidence of appropriate license.

### Payment

The City of Riverside, Purchasing Division, will issue a purchase order for the required services. The Consultant shall invoice all work to this purchase order unless otherwise directed by the City. Invoices for additional material and labor shall be billed on a separate invoice. The Consultant shall include the purchase order number and description of work performed pursuant to the submitted line item budget on each invoice.

Consultant shall submit invoices to the City. The City is not responsible for late payments resulting from invoices that are submitted late or that are incomplete.

Consultant shall submit invoices to:

City of Riverside  
Attn: David Murray, Senior Planner  
3900 Main Street  
Riverside, CA 92522

The City of Riverside payment process is through an electronic transfer process. Consultants must be set up for this payment process in order to be compensated for materials and services.

### Public Records

All Proposals submitted in response to this RFQ become the property of the City and under the Public Records Act (Government Code § 6250 et. seq.) are public records, and as such may be subject to public review. However, the Proposals shall not be disclosed until negotiations are complete and a recommendation for selection and award is made to the City Council. Proposals will be subject to public review at least 10 days before award.



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If a Consultant claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the proposal. Note that under California law, price proposal to a public agency is not a trade secret.

Disqualification

**Any communications, whether written or verbal, with any City Council member, RPU Board member or City staff other than the individual indicated above, prior to award of a contract by City Council, is strictly prohibited and the Proposer shall be disqualified from consideration.**



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**EXHIBIT 1**

**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](http://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, 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: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
[Printed Name]

\_\_\_\_\_  
[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**