



REQUEST FOR PROPOSALS

Architectural Services

**For Development of a New Main Library
in Downtown Riverside**

At 3911 University Avenue/3775 Fairmount Boulevard

For the City of Riverside

Issued Date: NOVEMBER 10, 2016

Due Date: NOVEMBER 28, 2016

Issued by:

Kaitlyn Nguyen

Project Manager

CITY OF RIVERSIDE

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

3900 Main Street, 2nd Floor Riverside, CA 92522

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(951) 826-2430

I. OVERVIEW

Downtown Riverside

Downtown Riverside is the location of multiple attractions oriented toward arts and culture, including the Historic Mission Inn Hotel and Spa, Mission Inn Museum, the Riverside Metropolitan and Art Museums, the University of California – Riverside Arts Block, Culver Center for the Arts, the recently renovated Fox Performing Arts Center, Main Street Riverside, and the Municipal Auditorium. Special events in downtown include the annual Festival of Lights, which includes holiday decorations with more than three million lights along Mission Inn Avenue, attractions, ice skating, horse-drawn carriage rides, and live entertainment. The Festival of Lights runs from late November through early January and draws an estimated 475,000 people to the downtown. Other popular downtown events include, but are not limited to, the Lunar Festival, Mission Inn Run, Black History Month Parade, Dickens Festival, and Show n' Go.

The downtown area was transformed by new projects and investment as part of the Riverside Renaissance initiative, a \$1.57 billion program improving infrastructure and quality of life in Riverside. The effort represents a significant investment in the quality and pride of the City and has ensured that Riverside is a city of choice for generations to come, as well as a catalyst for private investment. As a result of the initiative, Riverside has become a more-attractive location for new job, retail, and entertainment opportunities.

The recent projects in downtown include a 132,136 square foot office building Citrus Tower, a 125 room Hyatt Place Hotel, an 88,862 square foot office building known as Riverside Community College District Office and Culinary Arts Academy, a new 30,000 square foot Downtown Fire Station, a 29,000 square foot expansion of the Riverside Convention Center, renovation of the Fox Performing Arts Center, Municipal Auditorium and Metropolitan Museum, and the 26,000 square foot Fox Entertainment Plaza.

The Property is located across from one of the City's most revered landmarks, a state-of-the-art Fox Performing Arts Center and the Fox Entertainment Plaza, and the newly developed Riverside Community College District Office and Culinary Arts Academy. Additionally, the Property is conveniently located within walking distance of the Mission Inn Hotel and Spa, Riverside Marriott, Hyatt Place Hotel, Riverside Convention Center, Riverside City Hall, Main Street Riverside and County, State and Federal courthouses. Furthermore, the Property is located close to several upcoming new projects in downtown, including the mixed-use Imperial Hardware Lofts, the mixed-use Stalder Plaza, the Hampton Inn Hotel, the mixed-use Culver Center Lofts, Riverside Food Lab at the Fox Entertainment Plaza, Centerpointe Apartments, Riverside Community Hospital, Riverside County Public Defender/Probation Building, Chow Alley, and Mission Heritage Plaza.

The Subject Property

The City endeavors to build a new modern, innovative, active and fully accessible library that offers vital services with adequate on-site parking on the City-owned contiguous properties located at 3911 University Avenue and 3775 Fairmount Boulevard, Riverside, California. The subject property is comprised of two separate parcels, located on both sides of Fairmount Boulevard between Mission Inn Avenue and University Avenue, as shown on the attached aerial site map ("Property" - Exhibit "A"). Each parcel is appropriately 1.25 acres.

The Property is currently occupied by transit use, which is anticipated to be relocated the first quarter of 2017. Following termination of the transit use, the City intends to vacate Fairmount Boulevard between Mission Inn Avenue and University Avenue. Upon vacation of Fairmount Boulevard between Mission Inn Avenue and University Avenue, the site will be approximately 2.7 acres ("Study Area").

The Study Area is located within the Raincross District of the Downtown Specific Plan. The City seeks to promote the economic and cultural development objectives of this area. The Downtown Specific Plan can be accessed and downloaded from the City Planning website at <http://www.riversideca.gov/planning/cityplans-csp-downtown.asp>. The Raincross District is included as Chapter 6.

The City's vision is to develop Downtown Riverside into a place of daytime, evening and weekend activity where residents of Riverside and visitors can enjoy Riverside's cultural, arts, retail, and entertainment center. The goal is to increase new employment opportunities in the City by attracting and encouraging new businesses and professionals to downtown. To optimize valuable land contributing to the economic development of Downtown Riverside, the City seeks a development that accommodates the need to house a new state-of-the-art Main Library, on approximately 1 acre of vacant land, as well as a private development, possibly a mixed-use project with a compatible mix of uses that promotes the continued economic development of the downtown area, on the remainder 1.7 acres of vacant land.

Since the Downtown Specific Plan was established to create a diverse, vibrant, twenty-four-hour area where people can work, live, shop, receive education and enjoy recreational facilities and where arts and culture are an integral component of the urban setting, this Property represents an opportunity for the City to encourage an intense mixture of residential, specialty commercial, tourist, restaurant, cultural, arts, and civic uses. As such, the City intends to seek development of a tall building on the remainder of the Property, which would allow for a wide variety of uses, including cultural, arts, entertainment, retail, hospitality and urban residential uses within a pedestrian-oriented environment.

With that in mind, the consultant will be required to work with library staff on building size, massing configuration and site placement preferences. The overall site planning in conjunction with the massing diagram should show how the new Main Library building and the private development, including its respective parking, would fit on the Property and compliment the surrounding environment.

In June 2016, the City issued a Request for Qualifications to seek Statement of Qualifications from firms that are most qualified to provide architectural services for development of a new Main Library. Twenty-one responses were received in August 2016. Those submissions to a Request for Qualifications have now been evaluated. From these submissions, eight (8) qualified firms were short-listed and selected to proceed to this invitation-only Request for Proposals (“RFP”) stage of the competition. Short-listed firms were selected based on their qualifications and experience, and the strength and quality of their submissions.

II. SCHEDULE OF EVENTS

This RFP will be governed by the following schedule:

- | | |
|----------------------------------|-------------------|
| • Release of the RFP | November 10, 2016 |
| • Deadline for Written Questions | November 15, 2016 |
| • Responses to Questions | November 21, 2016 |
| • Proposals Submittal Due Date | November 28, 2016 |

III. SCOPE OF WORK

The intent of this RFP is to seek proposals from the short-listed firms. The City is seeking an architect with a strong background in the planning and design of public libraries that has successfully completed urban infill public library projects. The firm that is most experienced, responsible, capable, and qualified will be selected to serve as the City’s consulting firm (“Consultant”). The selected Consultant is expected to provide total turnkey professional architectural design services for a new standalone 45,000+ square foot, multi-level Main Library building, including all site work, hardscape, landscaping, etc. (“Project”). The Selected Consultant shall be responsible for all sub-consultant design and engineering firms as required to include, but not be limited to, library programming, furniture, fixtures and equipment (FF&E), specialty lighting, sound attenuation, structural, electrical and mechanical systems, and any specialty consultants as needed to provide a complete design for the Project.

It is Riverside’s objective and vision to pioneer a library that will re-define and advance the technology, innovation and design of what a public library is capable of achieving in serving its community. While the City requires a full range of professional architectural and engineering services for the new Main Library, the development of the new Main Library will be executed in phases and services will include performance of architectural design required from concept design through completed project construction closeout.

At this time, a Consultant is needed to work with library staff on Phase 1 concept design services, which include, but are not limited to building size, massing configuration and site placement preferences, as well as conducting public meetings, presenting presentations to key stakeholders and providing miscellaneous consulting services as

needed (“Phase 1 Design Services”). If awarded, the selected Consultant will be hired to provide concept plans and massing diagrams in development of a new unique, iconic, and state-of-the-art Main Library. Additionally, the selected Consultant hired for Phase 1 Design Services may be retained to provide additional services in subsequent phases as deemed necessary to provide full service turnkey design for the new Main Library. All additional design services shall be negotiated with the selected Consultant should the City decide to retain the same firm to perform those services.

Requirements of the New Main Library

It is the vision of the City to construct a library that would blend traditional library services with a mix of innovative initiatives designed to engage the community and provide opportunities for all. The new library must offer at least 45,000 square feet of library space, with sufficient parking for patrons, serving all the functions of a modern library in order to offer a service program that meets the needs of the community. The City envisions the new library development to embody a forward-looking design and construction practices and technologies by being a substantial structure carefully thought out, and invested with the aspiration of the community.

The following information intends to offer a preliminary description of the minimum requirements of the Project in addition to key aspects of the design and vision for the new Main Library:

- a) A minimum of 45,000 square feet of space, inclusive of library administrative offices, in a multi-level building with a maximum area of approximately 1 acre of vacant land;
- b) A minimum of 80 library parking spaces. (The Consultant will need to show how the parking area could potentially serve the library and future site development, preferably with separate entrances to each development);
- c) Focus on cutting-edge technology and digital learning;
- d) Designed for an urban setting;
- e) User-centered layout with intuitive way-finding;
- f) Strong ties to the community through programs, staffing, partnerships, development, etc.;
- g) “Welcoming” design that promotes access, usage and opportunity;
- h) Focus on collaborative, flexible space for traditional services that may easily be adapted for future services; and
- i) Focus on interior and exterior connectivity and the use of natural lighting.

The City intends to select and contract with the most qualified Consultant for the Phase 1 Design Services. The selected Consultant shall work closely with City staff, as well as the general public and community groups to fully articulate the programming needs of the library and contiguous public spaces, as well as develop an iconic urban and architectural design that will integrate within the downtown fabric and serves as a catalyst for community and economic development. The selected Consultant shall perform the general and specific tasks as described below.

Project Tasks and Deliverables for Phase 1 Design Services:

Task 1 – Existing Conditions and Demand Analysis

The Consultant shall perform field review and investigations, evaluate existing conditions, research existing plans and records, and evaluate all pertinent information regarding the Study Area and analyze and evaluate the demand of the new Main Library by reviewing studies and reports previously completed.

Deliverable: A report summarizing the results of this task, including all relevant data collected. The Consultant shall submit the report in an electronic format.

Task 2 – Development of Two Concept Site Plans, Two Massing Diagrams and One Elevation Rendering

The Consultant shall determine the planning of vehicular and pedestrian circulation, building location and parking, identify locations within the 2.7 acre Study Area, and prepare concept drawings which should include a minimum of two (2) overall concept site plans to show the new Main Library in relationship to the private development and parking for both projects. The Consultant shall prepare a minimum of two (2) massing diagrams to show how the Main Library building and the private development, including its respective parking, would fit on the Property and compliment the surrounding environment. The concept plans must comply with the guidelines of the Project and the Downtown Specific Plan. Additionally, the Consultant shall identify and indicate the pros and cons for each site plan and include information on the City's ability to exempt itself from development guidelines of the Downtown Specific Plan, if there are any. Based on the evaluation of the two (2) concept site plans provided by the Consultant, the City will select the preferred option upon completion of the community outreach process. Once a preferred concept site plan has been identified, the Consultant shall prepare a color elevation rendering of the new Main Library.

Deliverable: A minimum of two (2) different overall concept plans, two (2) massing diagrams, one (1) color elevation rendering of the new Main Library, and a report summarizing the results of the identification of the pros and cons of each concept option. The Consultant shall submit the colored concept site plans and massing diagrams, and report in an electronic format as well as 24" X 36" presentation boards.

Task 3 – Study Oversight and Public Outreach

The architectural firm chosen must be available to make up to four (4) presentations to any of the following: the Riverside City Council, Library Board of Trustees, Library staff and other community or governmental agencies or organizations to be determined by the City and the Library (“Key Stakeholders”). Proposals shall include a fixed per-meeting cost in order to allow the City to add additional meetings and presentations beyond the four (4) estimated meetings needed, if deemed necessary.

Deliverable: The Consultant shall conduct four (4) presentations to the Key Stakeholders through various public community meetings to present findings and solicit comments. The Consultant shall prepare presentation materials and handouts for up to thirty (30) meeting attendees. The Consultant shall take notes during the meetings and prepare meeting minutes and submit to the City within one week after the meeting.

Task 4 – Construction Cost Estimate on the Preferred Option

The Consultant shall provide a cost estimate for engineering, design, and construction of the new Main Library. For design service, the Consultant must provide a breakdown for concept, schematic, design development, construction drawings, and bidding as well as construction administration. Additionally, project construction costs will include demolition and site clearance.

Deliverable: The Consultant shall submit the report in an electronic format.

PLEASE NOTE: The selected Consultant shall complete all of the above tasks and provide the reports, concept plans and massing plans in an electronic format acceptable for widespread production and distribution. The City shall own all rights to any reports and plans produced under this RFP.

Additionally, the Consultant shall complete the tasks outlined in the Scope of Work section within approximately 90 calendar days following a Notice to Proceed issued by the City.

IV. PROPOSAL CONTENT (Maximum 30 pages)

Please provide the City with a concise presentation of your firm’s qualifications and experience, which includes the following information and any other specific material that is important in considering your firm as the primary architect for the new Main Library.

The cover letter shall:

1. Confirm that all elements of this RFP have been reviewed and understood
2. Include a statement of intent to perform the services as outlined
3. Express Consultant's willingness to enter into an Agreement under the terms and conditions prescribed in this RFP and in the sample Professional

Consultant Services Agreement (“Agreement” - Exhibit “B”)

4. Include a summary of the Consultant's qualifications and experience
5. Identify a single person for contact during the review process
6. Include a timeline, with completion dates

The cover letter shall be limited to three (3) pages.

Statement of Understanding and Approach:

This section should demonstrate an understanding of the Scope of Work. It should describe the general approach, organization, and staffing required for the services to be performed.

Company Information:

This section shall include relevant Consultant's information, including the address and telephone number of the Consultant's main office and any branch offices that will be participating in this study.

Consultant shall identify the type of organizational entity (corporation, sole proprietorship, partnership, joint venture, etc.). Members of the Consultant's professional team (managers, contact person, etc.) should be identified by name and title, and should include contact phone numbers. Major subcontractors (if any) and their degree of involvement should be included.

Provide a resume of all personnel that will be performing services for Consultant. The following information must be included:

- a) Name and title;
- b) Description of education;
- c) General experience, including total years in specialty experience with library design and construction administration;
- d) Years of employment in field and with Consultant;
- e) Specialized education and training related to specialty area;
- f) Any prior public agency experience; and
- g) Any certifications, professional designations, and awards.

Qualifications and Experience:

The Consultant shall provide a detailed list of services previously performed, including services provided for the City, if any. Additionally, the Consultant shall identify and provide a minimum of three (3) examples of urban, infill public library projects, which the team members have done individually or collectively within the past ten (10) years that best represent the present skills of the project team members (key staff and sub-consultants or sub-contractors) to design a state-of-the-art public library and work with multiple and varying public and community groups, including the approach to building consensus and bridging differences of opinion while still accomplishing as well as maintaining the focus on achieving a state-of-the-art design and facility.

The Consultant shall also provide a minimum of three (3) references of the clients, for whom similar work was performed, including names, addresses, and telephone numbers, e-mail addresses as well as a brief explanation of the services provided.

Scope of Work:

While the City requires a full range of professional architectural and engineering services for the programming, design, and construction administration of the new Main Library, this RFP is to retain a Consultant to provide Phase 1 Design Services. This single procurement may allow for the retention of the same Consultant for the full range of services. The Consultant shall provide an outline expressing the understanding of the work and summarizing the basic approach to provide concept plans in conjunction with the overall site planning for the new Main Library.

Schedule:

Provide a detailed schedule for the Phase 1 Design Services.

Estimate of Consultant Fee:

The Consultant shall provide a full description of all fees outlined in the Scope of Work for Phase 1 Design Services (in a sealed envelope) and separate from the proposal. Fees shall be broken down by individual task. Compensation will be based on successful completion of the deliverables and the fee schedule must reflect costs to complete each individual task. **The City does not contract on a time and materials basis.**

V. SELECTION AND EVALUATION

The City's Screening and Selection Committee shall evaluate submittals based on professional expertise in architectural consulting services with the specialty of designing libraries and the various disciplines required to complete the Project.

Proposal Selection:

The City reserves the right to amend, extend, withdraw, and cancel this RFP at any

time. The City reserves the right, without qualification, to reject any or all submittals to this RFP at any time prior to contract execution. The City reserves the right to request or obtain additional information about all submittals. All submittals become the property of the City. Final selection will be made according to the policies thereof, including the right to reject all proposals.

Evaluation Criteria:

The City intends to engage the most qualified Consultant available for the required services. It is imperative that the Consultant's submittal fully addresses all aspects of this RFP. It must clearly express the Consultant's understanding of the City's specific requirements and indicate the Consultant's qualifications and experience to conduct these services in a thorough and efficient manner.

All submissions will be evaluated according to the following criteria:

1. Qualifications and Experience of the Firm and its Lead Architect

A. Architect (and sub-contractor, if any) qualifications and recent relevant experience on design of public libraries and similar projects:

- i. Qualifications and experience of the firm and its lead architect
- ii. Resume(s) of the lead architect and staff who will be responsible for this Project
- iii. Demonstrated experience with design services of similar complexity, scale, and scope (a prime consideration is experience working with libraries) of its lead architect
- iv. Record of building designs which provide functional excellence
- v. History of effective schedule and budget management for design services of similar scale and budget
- vi. An understanding of the trends affecting public library services in the future
- vii. Examples of photographs of previously completed library projects (include link(s) to view projects online if available)
- viii. Public presentation skills
- ix. References from previous completed library projects

2. Submittal Content

A. Demonstrated understanding of project requirements, including potential challenges and opportunities associated with the Project:

- i. Content and thoroughness of the Proposal which demonstrates the architect's understanding of the task and familiarity with the types of issues applicable to the Project
 - ii. Understanding of the Scope of Work
- B. Project approach, work program and quality assurance program
 - i. Technical approach including how the architect will conduct the work required, necessary site visits, meeting with City and Library representatives to collect information, progress report, etc.
 - ii. Detailed discussion of the tasks or steps to accomplish the Project
 - iii. Overall quality and responsiveness and completeness of submittal

3. Schedule

- A. Ability to complete the Project in a timely manner and compatible with the City's needs
 - i. Proposed project schedule, including major tasks and target completion dates
 - ii. Descriptions of resources, including personnel, to conduct each phase and task of the Project
 - iii. Architect shall provide written assurances that the proposed team will be assigned to the Project

4. Price

- A. A breakdown of all fees for services outlined in the Scope of Work, including a fee schedule. Lump sums will not be accepted.

Each Proposal will be evaluated using the following criteria for Phase 1 Design Services:

Qualifications and Experience of Firm and Lead Architect	40%
Submittal Content	20%
Schedule	10%
Price for Phase 1 Design Services	30%
Total Possible:	100%

The City may, at its sole discretion, request interviews with firms as a part of the assessment of qualifications and experience. The City may invite one or more firms to participate in an oral interview to discuss in detail the content of the proposal(s) as a part of the evaluation process.

Contract Terms:

The selected Consultant will be provided a Professional Consultant Services Agreement for execution upon verification of any applicable insurance and license requirements. Contractual terms applicable to Consultant and all subcontractor(s) will include but are not limited to the following:

- a) Not-to-exceed price for these services.
- b) Business Tax Registration and City Business License requirements.
- c) Insurance requirements:
 - Commercial and General Liability and Automobile Insurance.
 - Errors and Omissions Insurance (Minimum of \$1,000,000 coverage).
 - Workers' Compensation Insurance.
- d) Errors and Omissions liability insurance requirements.
- e) Workers Compensation insurance requirements.
- f) Scope of Work.
- g) Schedule of Fees.
- h) Identification of personnel, contractors and subcontractors.
- i) No substitution of key personnel without prior written approval by the City.

Compensation:

Compensation will be in accordance with the price negotiated with the selected Consultant. The City's 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 or services.

Contract Award:

A contract, if awarded to the most qualified firm, will include the Scope of Work and a not-to-exceed contract price as negotiated with the selected Consultant.

Contract Agreement:

A sample Agreement is included within this RFP for review. Please make particular note of the insurance and indemnity requirements. **ALL TERMS AND CONDITIONS OF THE AGREEMENT ARE NON-NEGOTIABLE.**

VI. SUBMITTAL, INSTRUCTIONS AND MISCELLANEOUS

Inquiries:

All requests for clarifications, changes, exceptions, or deviations to the Scope of Work, Terms and Conditions set forth in this RFP should be submitted in writing and emailed to: **Kaitlyn Nguyen, Project Manager, kpnguyen@riversideca.gov** no later than November 15, 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 will be logged and reviewed and if required, a response will be provided via an addendum to the RFP.

ANY COMMUNICATIONS, WHETHER WRITTEN OR VERBAL, WITH ANY CITY COUNCILMEMBER OR CITY STAFF OTHER THAN THE INDIVIDUAL INDICATED ABOVE (SPECIFIC TO THIS REQUEST FOR PROPOSALS), PRIOR TO AWARD OF A CONTRACT BY CITY COUNCIL, IS STRICTLY PROHIBITED AND THE PROPOSER SHALL BE DISQUALIFIED FROM CONSIDERATION.

Please note: The City shall not be liable for any expenses, which may include, but are not limited to, preparation of the Proposal or related information in response to this RFP, negotiations with the City on any matter related to this RFP and costs associated with interviews, meetings, travel or presentations incurred by any Consultant in relation to the preparation or submittal of the Proposal. Additionally, the City shall not be liable for expenses incurred because of the City's rejection of any submittals made in response to this RFP.

Submittal Date and Time:

All Proposals are due on or **before 5:00 p.m., November 28, 2016.** This time and date is fixed and extensions may not be granted. All Proposals not submitted before 5:00 p.m., November 28, 2016 will be rejected.

Submittal:

All Proposals shall be signed by a duly authorized representative of the Consultant. The name and mailing address of the individual executing the Proposal must be provided.

Proposals are to be submitted on or before the date and time indicated herein. **LATE PROPOSALS WILL NOT BE CONSIDERED.**

Mail (or hand-deliver) ten (10) hard copies and one (1) electronic file of the proposal to:

CITY OF RIVERSIDE
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT
ATTN: KAITLYN NGUYEN, PROJECT MANAGER
CITY HALL, 2ND FLOOR
3900 MAIN STREET
RIVERSIDE, CA 92522

DUE BEFORE: 5:00 P.M. PST, NOVEMBER 28, 2016

PROJECT DESCRIPTION: Architectural Services for the Main Library

Should the Consultant have concerns about meeting any requirements of this RFP, the Consultant shall include a clearly labeled subsection with individual Proposals specifically identifying the concerns and exceptions.

The City shall not be liable for any pre-contractual expenses incurred by any Consultant in relation to the preparation or submittal of a Proposal. Pre-contractual expenses include, but are not limited to, expenses by Consultant in: preparing a Proposal or related information in response to RFP; negotiations with the City on any matter related to this RFP; and costs associated with interviews, meetings, travel, or presentations. Additionally, the City shall not be liable for expenses incurred because of the City's rejection of any Proposals made in response to this RFP.

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

Public Records:

All Proposals submitted in response to this RFP 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 at least 10 days before selection and award.

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.

Exhibits:

1. Property Site Map - Exhibit "A"
2. Sample Agreement for Professional Consultant Services - Exhibit "B"

Exhibit “A”

Property Site Map



Exhibit “B”

Sample Agreement for Professional Consultant Services

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

[**Enter CONSULTANT'S Name**]

[**Enter in Description of Services**]

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

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

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

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

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

To City

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

To Consultant

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

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

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

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

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

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

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

11. Indemnification.

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

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

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

11.3 Indemnity For Design Professional Liability. When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City’s employees, officers, managers, agents, and Council Members (“Indemnified Parties”) from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or

relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant.

This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

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

12. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of

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

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

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

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

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

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

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant’s services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant’s final written statement of the amount of Consultant’s services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City’s rights under Sections 15 and 25 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 and Attorneys' Fees.** 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 the prevailing party in such action shall recover all costs thereof, including reasonable attorneys' fees. However, the recovery of attorneys' fees by the prevailing party is limited to individual actions or proceedings in which the City elects, at the initiation of that individual action or proceeding, to seek recovery of its own attorneys' fee. In no action shall an award of attorneys' fees to the prevailing party exceed the amount of reasonable attorneys' fees incurred by the City in the action or proceeding.

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: 04/23/13

EXHIBIT “A”

SCOPE OF SERVICES

EXHIBIT “B”
COMPENSATION

EXHIBIT “C”

KEY PERSONNEL