

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

JOHNSON FAVARO, LLP

[Nichols Park Joyce Jackson Community Center Remodel Master Plan]

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2019 (“Effective Date”), by and between the CITY OF RIVERSIDE (“City”), a California charter city and municipal corporation and JOHNSON FAVARO, LLP, a California limited liability partnership (“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 Nichols Park Joyce Jackson Community Center Remodel Master Plan (“Project”).

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until for six (6) months from effective date, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum of One Hundred Twenty Thousand Dollars (\$120,000.00) 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

Parks, Recreation & Community Services Dept.
City of Riverside
Attn: Jordan Maus
6927 Magnolia Ave. 2nd Floor
Riverside, CA 92506

To Consultant

Johnson Favaro, LLP
Attn: Jim Favaro
5898 Blackwelder Street
Culver City, Ca 90232

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. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant's professional negligence based on the percentage of Consultant's liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.3 **Indemnity For Design Professional Liability.** When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the 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 the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

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

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term,

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

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

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

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

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

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

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

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

- Exhibit "A" - Scope of Services
- Exhibit "B" - Compensation
- Exhibit "C" - Key Personnel

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

CITY OF RIVERSIDE, a California
charter city and municipal corporation

JOHNSON FAVARO, LLP,
a California limited liability partnership

By: _____
City Manager

By:  _____

Jim Favaro

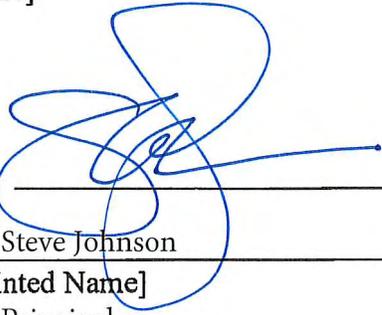
[Printed Name]
Principal

[Title]

Attest: _____
City Clerk

Certified as to Availability of Funds:

By:  _____
Chief Financial Officer

By:  _____
Steve Johnson

[Printed Name]
Principal

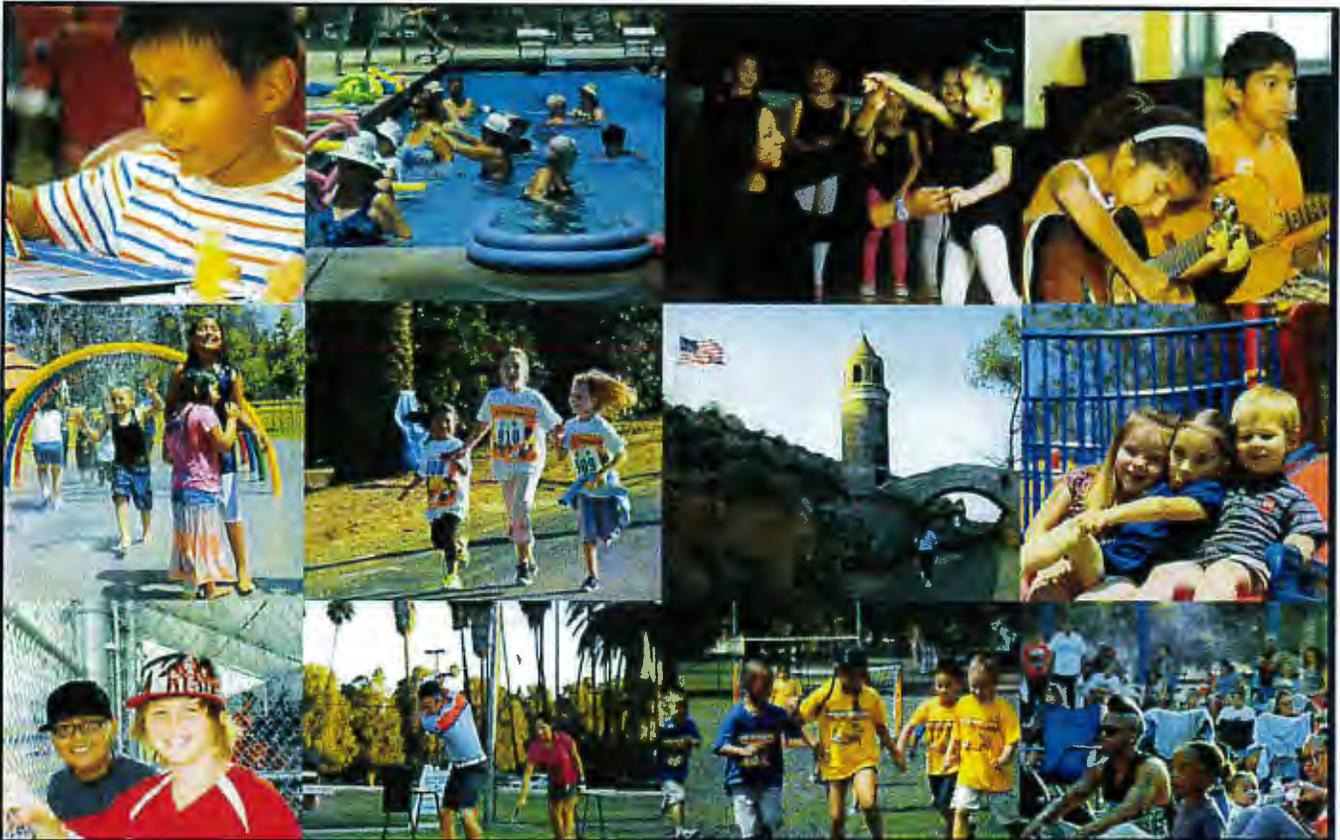
[Title]

Approved as to Form:

By:  _____
Elliot Min
Deputy City Attorney

EXHIBIT "A"

SCOPE OF SERVICES



Request For Proposals No. 1887

City of Riverside

Nichols Park, Joyce Jackson Community Center Master Plan

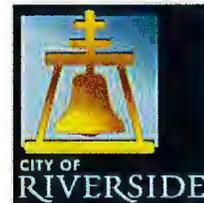
5505 Dewey Ave. Riverside, CA 92504

Park, Recreation and Community Services Vision 2030

Issued by: **Parks, Recreation and Community
Services Department of the City of Riverside**

Issue Date: **March 20, 2019**

Proposal Due Date: **April 18, 2019 before 2:00pm**

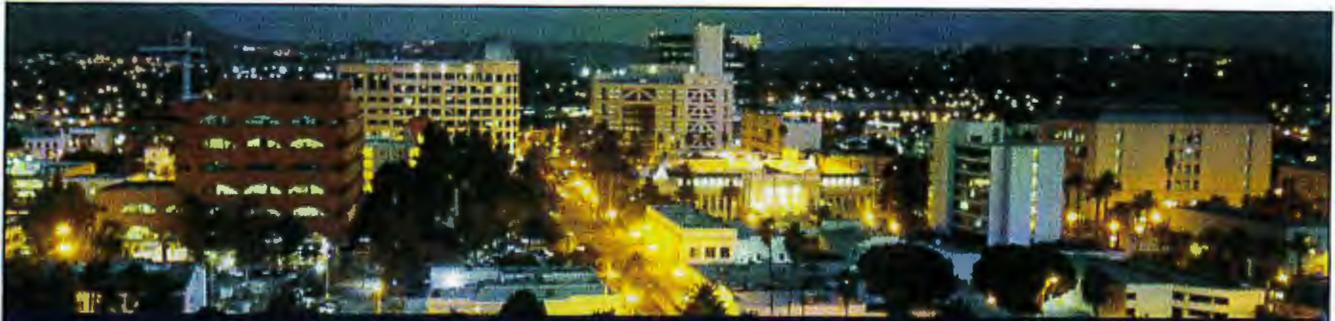


RiversideCA.gov



Contents

03	City of Riverside Introduction
04	The Opportunity
05	Riverside's Park System
07	Statement of Work
11	Instructions to Proposers
	Attachment A: Proposal Letter
	Attachment B: Project Qualification
	Attachment C: Sample Agreement
	Attachment D: Cost Proposal Format
	Attachment E: Evaluation Criteria
	Attachment F: Existing Floor Plan



City of Riverside Introduction



CITY OF
RIVERSIDE

Designated as one of "America's Most Livable Communities," the City of Riverside, California has a vision to be a city that honors and builds on its assets to become a location of choice that catalyzes innovation in all forms, enjoys a high quality of life and is unified in pursuing the common good.

Riverside was incorporated over 100 years ago, and today displays a unique blend of historic charm and modern city features. Riverside's setting includes open spaces, rocky hills, the Santa Ana River, arroyos and citrus groves providing a unique sense of place. With a population of 324,696 people the City is ranked the 12th largest city in California, and is the largest city in the Inland Empire region.

Within an area of 81.51 square miles, Riverside is working everyday to embrace "intelligent growth" within all facets of the community. During the Riverside Renaissance initiative (2006-2011) the City invested \$1.48 billion dollars in infrastructure improvements, including over \$100 million in park improvements providing needed facilities and renovations.

When focusing on the opportunities the future can bring, all who live, work, and play in Riverside benefit from the strong collaborative partnerships that exist. [City Demographics Link](#) - [SCAG's Profile Link](#) - [Detailed Community Profile Link](#)



The Opportunity

The City of Riverside is requesting proposals from experienced consulting firms to coordinate and prepare a community center remodel Master Plan Design for the Joyce Jackson Community Center.

The Architectural Services for a Community Center Master Plan, will include community engagement and outreach to help identify what programs and services should be provided at the Community Center. Also, a Facility Master Plan will include landscape architectural design services for redesigning the exterior spaces on all sides of the building up to the street, parking lot, playground and approximately 100 feet east of the building which will improve access, make the building more welcoming and functional.

PURPOSE

The purpose of the Nichols Park Joyce Jackson Community Center Remodel Master Plan includes:

- A complete renovation design of the existing 10,000 SF facility and expansion of the programmable spaces by approximately 5,000 SF-6,000 SF.
- New programmable spaces design should include: a computer room, multi-purpose rooms, a gym workout area, Lobby /reception area, and storage.
- Programming that reflects the community's input, to support sustainable use by the surrounding community and Riverside at large.
- The renovation of the existing restrooms to meet ADA compliance.
- A renovation design of the existing spaces which include but not limited to the banquet kitchen, childcare room, office, and gymnasium.
- A Facility Master Plan with landscape design and exterior improvements on and around the community center; which creates a sense of entry to the community center and usable exterior public spaces with enhanced landscaping.



Riverside's Park System

The City has adopted a standard for developed park acreage of three acres per one thousand residents. The basic park system is deficient in total developed acreage, facilities and geographic distribution. To fully serve the citizens of Riverside, equitable geographic distribution of parks and facilities will be needed throughout the City. In addition, deferred maintenance and existing problems within City parks needs to be addressed, new parks need to be acquired, and vacant parklands need to be developed. At the same time, the City needs to keep pace with growth in order to avoid falling farther behind adopted standards.

Parks: 62 park properties

- 24 Neighborhood
- 18 Community Parks
- 7 Special Use /Pocket Parks
- 6 Regional /Reserve/Wilderness Areas
- 7 Undeveloped Park sites

Parks Gross Acres Maintained: 2,983 acres

- 809 Developed Acres
- 406 Undeveloped Acres
- 1768 Reserve / Wilderness Areas
- Over 16 miles of trails

Building Square Foot Maintained: 317,420 square feet

- 10 Recreation / Community Centers—176,727 square feet
- 3 Senior Centers—48,886 square feet
- 6 Childcare Centers—25,863
- 7 Swimming Pool Facilities—16,367
- 8 Other Multi-Use Buildings—22,032
- 33 Restroom, Concession, Maintenance Buildings—27,545 square feet

Signature Parks: Citrus State Park, White Park, Mt. Rubidoux & Fairmount Park.



Vicinity Map

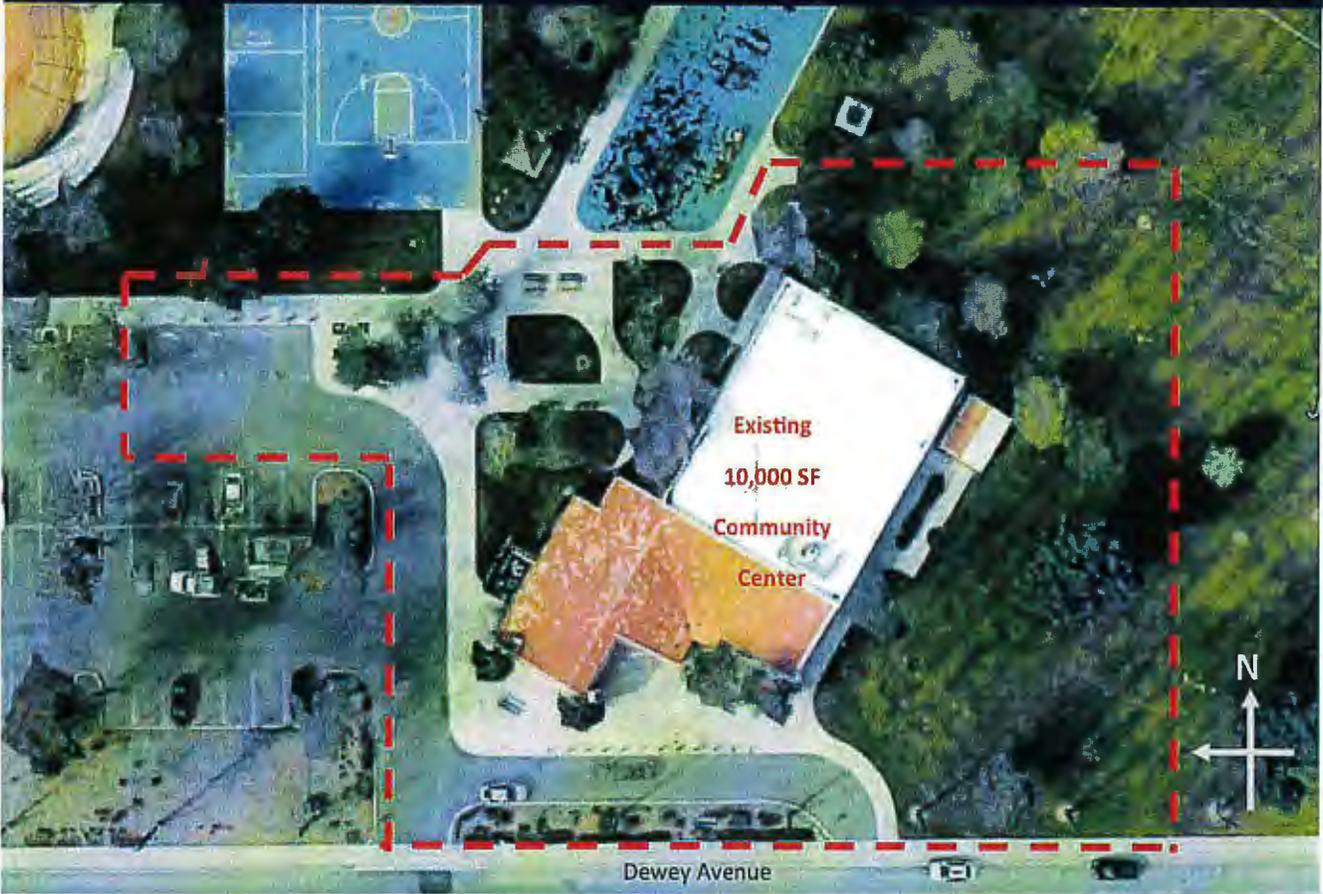


Parks, Recreation & Community Services





Limit of Work



Parks, Recreation & Community Services



Joyce Jackson Community Center



Gymnasium

STATEMENT OF WORK

OBJECTIVES

To develop the Nichols Park Community Center Master Plan to remodel the facility with additions and new service opportunities. The Plan shall generally include the following, detailed further in the Scope of Work below:

- Site and Facility Inventory and Assessment;
- Prepare a Conceptual Building Design with detailed Floor Plan, Elevations of each side, a minimum of two full Sections, and a minimum of two presentation renderings for final presentation;
- Building exterior and interior improvement plan;
- Site, conceptual landscape, parking, and ADA compliance plan;
- Community Meeting Presentations and Process Documentation - Develop a community input strategy and document the community input process from various groups, communities, Commission, and Council, such as the Neighborhood Advisory Committee (NAC) and Community Action Group (CAG).
- Present the final master plan to PR Commission and City Council for approval.
- Financial Strategy Plan Recommendation.

Scope of Work

Consultant shall serve as the prime consultant for this project, and is responsible for the timely completion of all the work described below. Consultant may hire sub-consultants to assist with necessary specialized work for the project. Consultant shall have primary responsibility for producing the Nichols Park Joyce Jackson Community Center Master Plan for process and review to gain final approval by City Council and other applicable agencies.

As a later phase (N.A.P.), consultant will prepare bid documents (construction plans and project specifications) in accordance with the established City Parks Department standards, and construction contract administration and site observation to ensure successful completion of the new improvements.

All improvements shall be designed and constructed to meet current Americans with Disabilities act (ADA) requirements, as well as Federal Consumer Product Safety Commission (CPSC) safety guidelines.

All improvements must also be designed and constructed to qualify for LEED certification under the Leadership in Energy and Environmental Design Green Building Rating System. The facility must earn the minimum points to qualify under the performance rating of "Silver," or higher.

STATEMENT OF WORK

TASK 1

TASK 1.1 - Master Plan

Information Gathering: Consultant shall research utility POCs and opportunities, constraints, and cost for service expansion. Most existing Street Improvement Plans are available from the City web site, www.riversideca.gov, under Public Works Department for street improvements, or storm drain plans.

- Consultant shall meet with various City departments and agencies (e.g. Planning, Public Works, Public Utilities, Park and Recreation, County Health Department) to gather input regarding the project, such as Utility Service Requirements, Building & Safety occupancy and access requirements, etc.;
- Include allowance for a feasibility study for electrical service relocation prepared by a licensed electrical engineer. It shall include cost estimate, concept plan for relocation, analysis of the existing service for future electrical demand, and recommendations.

TASK 1.2- Community Meetings and Public Hearings

Consultant shall schedule, organize (City will mail invitations, post fliers, and setup a Facebook event) and conduct no fewer than two Community Input Meetings and three public hearings (5 total) for the Project. The intent of the first meeting is to present no fewer than two alternative design proposals for the Project for input and review, and obtain community review comments. The intent of the second meeting is to present a single recommended Master Plan Design proposal for the Project which incorporates by priority those elements and relationships identified through the information gathering phase and the first meeting. The public hearing includes PR Commission meeting, Community Services & Youth Committee, and City Council meeting.

TASK 1.3- Master Plan Approval Process

Consultant shall submit the preliminary conceptual plans and the final Master Plan to the City for review and approval. Consultant shall prepare a PowerPoint presentation and obtain the approval of the Master Plan by the following Departments, Boards and Commissions as applicable:

City Departments:

- Park and Recreation;
- Public Works;
- Public Utilities;
- Planning;
- Historic Resources;
- Other;

Boards and Commissions:

- Park and Recreation Commission;
- Community Service & Youth Committee;
- Riverside City Council;

STATEMENT OF WORK

TASK 1-Continued

TASK 1.4 – Final Master Plan Document

The final master plan document prepared for the project shall contain a minimum of the following:

1. Table of Contents;
2. Background Information;
3. Project Requirements;
4. Funding Information;
5. Project Location Map;
6. Existing Site Inventory;
6. Preliminary Design Concepts I and II;
7. Rendered Final Master Plan Design Including:
 - Final Design with Proposed Improvements;
 - Exterior Building Elevations;
 - Perspectives;
 - Conceptual Floor Plans;
 - Site Improvements;
8. Construction Cost Estimate and Phasing Schedule for the Project;
9. Projected Future Maintenance and Operation Costs for the Project;
10. Design Development and Construction Document Information Including:
 - Scope of work;
 - Cost Proposal;
 - Projected Schedule for Completion;
11. Appendices Containing but Not Limited to the Following:
 - Citizen's Group Mailing List;
 - Citizen Surveys with Tabulation of Results;
 - Agronomic and Geotechnical Soils Reports; (provided by the City)
 - Significant Site Feature Photographs;
 - A Current Site Survey Topographical Map; (Provide an Allowance for Completion in Phase I Proposal - Include Only if Services are Procured by City)

Deliverables: Consultant shall provide copies of all digital files used/created during the project (AutoCAD, Photoshop, etc.) as well as scaled and ready to print color PDFs of all documents listed within the scope of this RFP. A printing allowance shall also be provided for up to (20) 8-1/2" x 11" bound color booklets, with 11" x 17" pop-out exhibits, and all full size exhibits required for public presentations.

Instructions to Proposers

PRE-PROPOSAL JOB WALK/CONFERENCE

No job walk or conference is scheduled for this proposal.

EXAMINATION OF PROPOSAL DOCUMENTS

The submission of a proposal shall be deemed a representation and certification by the Proposer that they:

- Have carefully read and fully understand the information provided by the City to serve as the basis for submission of this proposal.
- Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- Confirm all information contained in the proposal is true and correct.
- Did not, in any way, collude, conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this proposal.
- Acknowledge that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the City permission to make these inquiries, and to provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed to any fact or condition.

Instructions to Proposers

INFORMATION TO BE SUBMITTED

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the City's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the proposal should be submitted. Items not specifically and explicitly related to the RFP and proposal, e.g. brochures, marketing material, etc. will not be considered in the evaluation.

All proposals shall execute the **Proposal Letter—Attachment A** and address the following items in the order listed below and shall be numbered 1 through **8** in the proposal document.

Chapter 1 – Proposal Summary

This Chapter shall discuss the highlights, key features and distinguishing points of the Proposal. A separate sheet shall include a list of individuals and contacts for this Proposal and how to communicate with them. Limit this Chapter to a total of three (3) pages including the separate sheet.

Chapter 2 – Profile on the Proposing Firm(s)

This Chapter shall include a brief description of the Prime Proposer's firm size as well as the proposed local organization structure. Include a discussion of the Prime Proposer firm's financial stability, capacity and resources. Include all other firms/subcontractors participating in the Proposal, including similar information about the firms.

Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the consultant or its insurers within the last five years.

Instructions to Proposers

INFORMATION TO BE SUBMITTED-Continued

Chapter 3 – Qualifications of the Firm

This Chapter shall include a brief description of the Proposer's and sub-Proposer's qualifications and previous experience on similar or related projects. Provide in a table format **(See Project Qualification, Attachment B)** descriptions of pertinent project experience with other public municipalities and private sector that includes a summary of the work performed, the total project cost, the percentage of work the firm was responsible for, the period over which the work was completed, and the name, title, and phone number of clients to be contacted for references. Give a brief statement of the firm's adherence to the schedule and budget for the project. Missing or inaccurate information may cause specific project to not be considered as relative experience.

This chapter shall include information regarding any relationships with firms and/or individuals who may submit proposals in response to the RFPs being developed.

Chapter 4 – Work Plan or Proposal

This Chapter shall present a well-conceived service plan. Include a full description of major tasks and subtasks. This section of the proposal shall establish that the Proposer understands the City's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the firm's ability to meet the City's schedule, outlining the approach that would be undertaken in providing the requested services.

Chapter 5 – Proposed Innovations

The Proposer may also suggest technical or procedural innovations that have been used successfully on other engagements and which may provide the City with better service delivery. In this Chapter discuss any ideas, innovative approaches, or specific new concepts included in the Proposal that would provide benefit to the City.

Instructions to Proposers

INFORMATION TO BE SUBMITTED-Continued

Chapter 6 – Project Staffing

This Chapter shall discuss how the Proposer would propose to staff this project. Key project team members shall be identified by name, title and specific responsibilities on the project. An organizational chart for the project team and resumes for key Proposer personnel shall be included. Changes in key personnel may be cause for rejection of the proposal.

Chapter 7 – Proposal Exceptions

This Chapter shall discuss any allowed exceptions or requested changes that the Proposer has to the City's RFP requirements and scope of work. The Proposer shall accept all conditions and requirements identified in the **Attachment C– “Sample Agreement for Services,”** with no exceptions allowed.

Chapter 8 – Proposal Costs Sheet and Rates (Optional to provide in separate sealed envelope)

The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. Provision of this information assists the City in determining the firm's understanding of the project, and provides staff with tools to negotiate the cost, provide in a table **(See Cost Proposal Format, Attachment D)**.

Consultant shall provide the following information:

- Direct labor rates for proposed staff;
- Overhead rate and breakdown of overhead elements;
- Subconsultant billing rates and mark-up percentage for ODC's (other direct costs); and identify all reimbursable expenses.
- Most recent complete financial instrument that would establish Proposer's ability to complete the obligations of the contract resulting from this solicitation. (optional)

Instructions to Proposers

INFORMATION TO BE SUBMITTED-Continued

This Chapter shall include the proposed costs to provide the services desired. The price shall include the cost of qualifying under LEED with a performance rating of "Silver." Include any other cost and price information, plus a not-to-exceed amount, that would be contained in a potential agreement with the City. The hourly rates may be used for pricing the cost of additional services outlined in the Scope of Work.

PLEASE NOTE: The City of Riverside does not pay for services before it receives them. Therefore, do not propose contract terms that call for upfront payments or deposits.

WITHDRAWAL OF PROPOSAL

A Proposer may withdraw its Proposal either personally or by written request any time prior to the Proposal deadline by notice to the City's Purchasing Services Manager. Such notice shall be in writing signed by the Proposer or a duly authorized representative and shall be received, and date-stamped and time-stamped, and filed with the City prior to the Proposal deadline. A Proposer who has withdrawn a Proposal may submit a new Proposal prior to the Proposal deadline.

Once submitted, all Proposals are irrevocable except as otherwise provided by law. Request for withdrawal of Proposals after the Proposal deadline shall be made only in accordance with Public Contract Code § 5100, et seq.

Each Proposer agrees by submitting a Proposal that the Proposal shall remain open, is irrevocable, and may not be modified, withdrawn or cancelled for a period of **one hundred twenty (120) calendar days** after the Proposal deadline and that after award of the contract all prices shall remain firm throughout the duration of the contract.

Instructions to Proposers

PROJECT REPRESENTATIVE/ PROJECT MANAGER

Overall coordination of the Project will be the responsibility of the City's Project Manager. All requests for clarifications, changes, exceptions, deviations to the terms and conditions set forth in this RFP should be submitted in writing to Jordan Maus at jmaus@riversideca.gov.

CLARIFICATIONS

The final day for submitting questions via the bidding web-site from the Proposer shall be before **2:00 p.m. on Monday April 8, 2019.**

Any verbal communications will not be considered or responded to. All questions received by the due date will be logged, reviewed and a response will be provided via an addendum to the RFP that will be posted on the City's website.

Any communications, whether written or verbal, with any City Councilmember 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.

ADDENDA / RFI

City reserves the right to revise this RFP prior to the Proposal deadline. Any such revisions shall be described in an addendum issued by the City ("Addendum" or "Addenda"). If an Addendum requires significant changes to the work, the City in its sole discretion may extend the Proposal deadline. In the event the Proposal deadline has been extended, the new Proposal deadline shall not occur within three (3) Calendar Days after City's issuance of the last Addendum.

Proposer is responsible for reviewing this RFP prior to the Proposal deadline and for requesting clarification or interpretation of any discrepancy, deficiency or ambiguity contained therein. Should a Proposer find any

Instructions to Proposers

ADDENDA / RFI –Continued

irregularities in this RFP, or should there be doubt as to the intended meaning of and provision of this RFP, the Proposer may submit to the City's Project Manager, a written request for clarification. The Proposer submitting the request for information (RFI) shall be responsible for delivery of the RFI to the Project Manager at least five (5) Calendar Days before the Proposal deadline.

This RFP and Addenda are only available electronically online at the City of Riverside's website: www.riversideca.gov/bids. ***Users must subscribe to the RFP to be placed on the Electronic Bidder's List and have access to this RFP and Addenda.***

City will maintain a list of the Proposers who obtain the RFP ("Interested Proposers"). If City determines, in its sole discretion, that an interpretation or clarification requires a change in the RFP, the City will issue an Addendum to each Interested Proposer. Interested Proposers will receive notice of Addenda only by electronic mail and will be directed to the City's website to download the documents. All Addenda shall become a part of any contract awarded. City shall not be responsible for any oral or other explanations or interpretations of this RFP. Receipt of any such Addenda by the Proposer must be acknowledged in the Proposal Letter in the space provided. Failure to acknowledge receipt of all Addenda may cause the Proposal to be rejected.

SELECTION PROCESS

City will perform a preliminary evaluation to determine whether each Proposal is responsive to this RFP immediately after receipt of the Proposals. City may exclude from further consideration any Proposal that is non-responsive.

A committee of at least three comprised of staff from various Departments (Selection Committee) will conduct the selection process and is the final decision-maker regarding this selection. The Selection Committee reserves the right to reject any or all proposals at any time. The Selection Committee further reserves the right to request clarification

Instructions to Proposers

SELECTION PROCESS -Continued

or additional information from individual proposers and to request some or all proposers to make presentations to the Selection Committee, community groups, or others to establish final ranking and selection.

Selection Criteria: The following criteria will be used for scoring and selection purposes (See **ATTACHEMENT E –EVALUATION CRITERIA** for detail):

- ◆ **Proposal Summary / Proposal Content (5%) -Ch. 1 & overall content**
- ◆ **Consultant Profile & Qualifications (15%) - See Chapter 2 & 3**
- ◆ **Work Plan & Innovation (25%) - See Chapter 4 & 5**
- ◆ **Key Personnel / Staffing (20%) - See Chapter 6**
- ◆ **Proposal Cost (35%) - See Chapter 8**

Reference checks will be carefully considered during the short-listing phase of the process. During the interview phase firms will further detail their qualifications, work plan, Innovative approach, key personnel, cost and their ability/expertise to furnish the services required for this project. Oral presentations will be scored by discussion and consensus of the Selection Committee. Highest total aggregate score of proposal plus Interview shall be the basis for ranking proposers and a recommendation to the Park and Recreation Commission and Council for final approval.

All submittals in response to this RFP become public property and under the Public Records Act (Government Code § 6250 et. seq.) are public records. As such, all proposals may be subject to public review at least ten (10) days before selection and award. If a proposer claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified. Personal information should be labeled as confidential and will remain so. Please note that under California law, price proposals to a public agency is not a trade secret.

Instructions to Proposers

PROCUREMENT METHOD

Award of contract, if award is to be made, will be to the most qualified Proposer offering the best value to the City, provided the Proposal has been submitted in accordance with the requirements of this RFP and does not exceed the funds available for the work.

City will attempt to negotiate a mutually agreeable contract with the selected proposer. Negotiations will be limited to the fee and scope only; the terms and conditions of the standard City Agreement and other Contract Documents are not subject to negotiation unless a Proposer takes exception to a specific term or condition, which exception must be identified in an attachment to the Proposal Letter.

Proposers are cautioned that any significant exceptions or qualifications to the standard form of contract included in the Letter Proposal will be factored into the Proposer's score. If a Proposer fails to identify any exception or qualifications to the Contract Documents, the right to request modifications to the Contract Documents shall be waived and City will not negotiate any terms after selection of the Proposer or award of the contract.

The Proposal shall identify any litigation, mediation, or arbitration, regarding the performance of any services similar to the Services, in which the Company has been involved in the past five years. If the Services require a license or certification, the Proposal shall include any claims or disciplinary action taken against Company or any of Company's key personnel within the past five years.

City reserves the right to cancel the award before final execution of the Contract by all Parties without any liability on the part of the City.

The RFP process does not commit City to award any contract and City is not liable for any costs incurred by Proposer in the preparation or submission of a Proposal.

City has the discretion to award the contract immediately regardless of a pending protest.

Instructions to Proposers

LICENSE & REGISTRATION

All design consultants ("Design Consultants") shall hold an appropriate license for their design discipline on the Proposal date.

Failure of a single-entity Proposer to possess the required license on the Proposal date shall render the Proposal non-responsive. Failure of Design Consultant to possess the required license on the Proposal deadline shall require Proposer to substitute licensed design professionals prior to award of the contract without additional cost to the City.

The Proposer and all subcontractors, including unlisted subcontractors, shall obtain a Business Tax Registration from the City of Riverside Finance Department, prior to commencement of work.

PROPOSAL FORMS

Delivery/Submission of Proposals

Proposal Due Date/Time: April 18, 2019 BEFORE 2:00pm.

All prospective Companies submitting a proposal must appear on the City's electronic Current Planholders List as a "Planholder." Companies can register at www.riversideca.gov/bids. Once registered, Companies must download the RFP under their own name and identification number to appear on the Current Planholders List as a "Planholder." Companies that fail to subscribe to the RFP will not appear on the Current Planholders List and their proposals will be considered non-responsive. If a Company is unable to register or download the RFP from the bidding website, a representative may contact the Purchasing Department at (951) 826-5561.

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

Instructions to Proposers

PROPOSAL FORMS — Continued

At that point respondents will receive an email confirmation from the bidding website.

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

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

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

Alternative Proposals

Only one proposal is to be submitted by each Company for this RFP. Multiple simultaneous proposals will result in rejection of all Proposals submitted by Company. A Company may, prior to the proposal due date and

INSURANCE

Proposer and Subcontractors' shall provide insurance in accordance with Section 12 of the Sample Agreement.

IMPORTANT DATES

Event	Date	Time
Final Questions for the Bids Due	04/08/2019	Before 2:00 pm
Pre-Bid Meeting	N/A	N/A
Responses to Questions Released	04/11/2019	N/A
Bids Due	04/18/2019	Before 2:00 pm
Lump Sum Breakdown Due	Within 5 Calendar days following bid opening date and time	
Sample Project Qualifications Due	Within 5 Calendar days following bid opening date and time	
Tentative City Council Meeting to Consider Awarding a Contract	06/18/2019	N/A

Attachment A
PROPOSAL LETTER

Nichols Park, Joyce Jackson Community Center Master Plan

RFP NO. 1887

Riverside, California

Deliver or mail to: City of Riverside
 Purchasing Services Manager
 3900 Main Street, 6th Floor
 Riverside, CA 92522

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF RIVERSIDE:

In compliance with the Request for Proposals ("RFP"), published by your Parks, Recreation and Community Services Department, the undersigned (hereinafter, "Proposer") hereby proposes to furnish all materials, equipment, labor, methods and design services and do all things necessary for the proper design and completion of the Work in accordance with the RFP. This proposal shall remain firm and shall not be withdrawn for **one hundred twenty (120) calendar days** after the proposal deadline.

Proposer hereby declares that it has examined the RFP and understands that all items shall be furnished for the **proposal price**. Proposer has checked all figures shown in the RFP and understands that neither the City nor any officer thereof will be responsible for any errors or omissions by Proposer in submitting this proposal.

Proposer understands that the City Council reserves the rights to reject any and all proposals, to waive any irregularities in the RFP process or to award the contract to other than the Proposer submitting the lowest price.

Enclosed with this letter, and by this reference incorporated herein and made a part of this proposal, are the following items:

1. Proposal Summary;
2. Profile of the Proposing Firm (s)
3. Qualifications of the Firm
4. Work Plan or Proposal
5. Proposed Innovations
6. Project Staffing
7. Proposal Exceptions
8. Proposal Costs Sheets and Rates

The undersigned Proposer acknowledges receipt of the following Addenda to the RFP issued for the above Project. (If no Addenda have been received, write "*none*".)

List each Addendum received by number: _____

Proposer hereby declares and certifies that it has carefully examined and is fully familiar with all of the provisions of the RFP and said RFP contains sufficient detail regarding the work to be performed; it has notified City of any errors or omissions in the RFP and unusual site conditions; it has carefully checked all words, prices, and statements in this proposal; it has visited the Project site and conducted such other field investigations which are prudent and reasonable in preparing the proposal. The proposal is true and complete to the best of Proposer's knowledge. Proposer agrees that all Work shown in the RFP, including work reasonably inferable therefrom and necessary thereto shall be included in the proposal price. Proposer agrees that City will not be responsible for any errors or omissions on the part of the undersigned in making this proposal. Proposer further declares and certifies that it will comply with all provisions of law applicable to the Project.

In the event of a dispute or protest based upon the Proposer's submission of this proposal and the City's acceptance of same, the Proposer will be required to indemnify, defend and hold harmless at Proposer's expense, including the provision of legal counsel, the City, its agents, employees and officers from liability, claims, demands, damages and costs if such dispute or action arises solely upon the Request for Proposals, the receipt of proposals or the award of the contract for the Project.

Proposer understands that the City Council reserves the rights to reject any and all proposals, to waive any irregularities in the proposals and to award the Contract to other than the Proposer submitting the lowest price proposal.

Proposer hereby agrees that if Proposer is awarded the contract, Proposer will sign the Agreement in duplicate counterparts and return the counterparts, together with insurance confirmations, within **fifteen (15) calendar days** from the date the City mails, or by other means delivers, the contract documents to Proposer. Proposer acknowledges that the proposal security submitted herewith is subject to forfeiture for failure to submit these contract documents in completed form within the above-required time limit.

Proposer hereby agrees that if Proposer is awarded the contract, Proposer will commence work under the contract on the date specified in the written "Notice to Proceed" to be issued by the City and will complete the Project within _____ () calendar days thereafter as required by the RFP.

The State Consultant's License No. listed below has been issued to the undersigned Proposer. This license has not been revoked or suspended and is in full force and effect and authorizes the undersigned Proposer to perform the work under these contract documents. If Proposer is a joint venture and has not yet been issued a license, indicate the license number to be used for the joint venture and attach documentation providing assurances that the license will be issued on or before the award of the contract.

Form of Entity of Proposal:

Corporation:

- A) State of Incorporation: _____
- B) President: _____
- C) Secretary: _____

Partnership:

Names of all Partners: _____

Joint Venture:

Names of all Joint Venturers: _____

Sole Proprietorship:

All d/b/a's: _____

[If the Proposer is a corporation or a limited liability company, enter state or county of incorporation in addition to the business address and include an incumbency certificate executed by a Secretary thereof in the form set forth on the following page listing each officer with signing authority and its corresponding office. If the Proposer is a partnership or joint venturer stating that the respective partner or joint venturer agrees to be held jointly and severally liable for any and all of the duties and obligations of the Proposer under the Proposal and under any contract arising therefrom. Attach evidence to the Proposal Letter that the individual signing has authority to do so.]

CORPORATE SEAL

Proposer is: (check one)

- An Individual Owner _____
- A Joint Venture _____
- A Partnership _____
- A Corporation _____

CERTIFICATE
(if Corporation)

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

I HEREBY CERTIFY that during a meeting of the Board of Directors of the _____

_____ a
corporation existing under the laws of the State of _____, held on
_____, 20___, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as
_____ of the Corporation, be and is hereby
authorized to execute the Proposal dated _____, 20___, to the City of
Riverside for _____ for this corporation and that his
execution thereof and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the
corporation this _____, day of _____, 20___.

Secretary

(SEAL)

CERTIFICATE
(if Joint Venture)

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

I HEREBY CERTIFY that during a meeting of the Principals of the _____
_____ a joint venture existing under the laws of
the State of _____, held on _____, 20____, the following resolution
was duly passed and adopted:

"RESOLVED, that _____, as
_____ of the Joint Venture, be and is hereby
authorized to execute the Proposal dated _____, 20____, to the City of Riverside for
_____ for this joint venture and that his
execution thereof shall be the official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of
_____, 20____.

Managing Partner

CERTIFICATE
(if Partnership)

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

I HEREBY CERTIFY that during a meeting of the Partners of the _____

_____ a Partnership existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, _____ that _____ as _____ of the Partnership, be and is hereby authorized to execute the Proposal dated _____, 20____, to the City of Riverside for _____ for this Partnership and that his execution thereof shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Managing Partner

Attachment B

SAMPLE -PROJECT QUALIFICATIONS INFORMATION TABLE

Project Name:	Client Name:	Client contact information:		
		Name:	Email:	Phone#:
Description of scope of work performed by firm below:				
Percentage of work firm was responsible for:		%	Period work completed:	-
Total Project Cost for Firms Scope: \$		Did your firm meet the project schedule (Circle one) : Yes No		
Give a brief statement of the firm's adherence to the schedule and budget for the project below:				
Project Name:	Client Name:	Client contact information:		
		Name:	Email:	Phone#:
Description of scope of work performed by firm below:				
Percentage of work firm was responsible for:		%	Period work completed:	-
Total Project Cost for firms scope: \$		Did your firm meet the project schedule (Circle one) : Yes No		
Give a brief statement of the firm's adherence to the schedule and budget for the project below:				

NOTE: Missing or inaccurate information may cause proposed relative project to be automatically disqualified.

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

[**Enter CONSULTANT'S Name**]

[**Enter in Description of Services**]

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

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

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

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

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

To City

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

To Consultant

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

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

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

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

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

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

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

11. Indemnification.

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

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

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

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

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

11.4 Defense Obligation For Other Than Design Professional Liability.

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

11.5 Indemnity For Other Than Design Professional Liability.

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

12. Insurance.

12.1 General Provisions.

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

12.1.1 Limitations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.2.2 City decides to abandon or postpone the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit "A" - Scope of Services

Exhibit "B" - Compensation

Exhibit "C" - Key Personnel

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

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

[**CONSULTANT'S NAME**],

By: _____
_____ City Manager

By: _____
[Printed Name]

Attest: _____
City Clerk

[Title]

Certified as to Availability of Funds:

By: _____

By: _____ Finance Director
[Printed Name]

[Title]

Approved as to Form:

By: _____
Deputy City Attorney

Master Template
Rev: 02/05/16

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT "B"
COMPENSATION

EXHIBIT "C"

KEY PERSONNEL

Attachment D

SAMPLE COST PROPOSAL FORMAT

(The City is looking for a submittal in this format – content should match cost for scope of services required)

SCOPE OF WORK /TASK	Itemized Staff Labor Categories (e.g., Consultant, Sr. Consultant, etc. & Reimbursable line item)	Est. Hours	Hr. Rate	Extended Cost
Task 1			\$	\$
			\$	\$
			\$	\$
	Reimbursables for Task 1			
SUBTOTAL TASK 1 – NOT TO EXCEED				\$
Task 2			\$	\$
			\$	\$
			\$	\$
	Reimbursables for Task 2			
SUBTOTAL TASK 2 - NOT TO EXCEED				\$
Task 3			\$	\$
			\$	\$
			\$	\$
	Reimbursables for Task 3			
SUBTOTAL TASK 3- NOT TO EXCEED				\$
TOTAL NOT TO EXCEED (TASKS 1 – 3)				\$

Attachment E

PROPOSAL EVALUATION CRITERIA

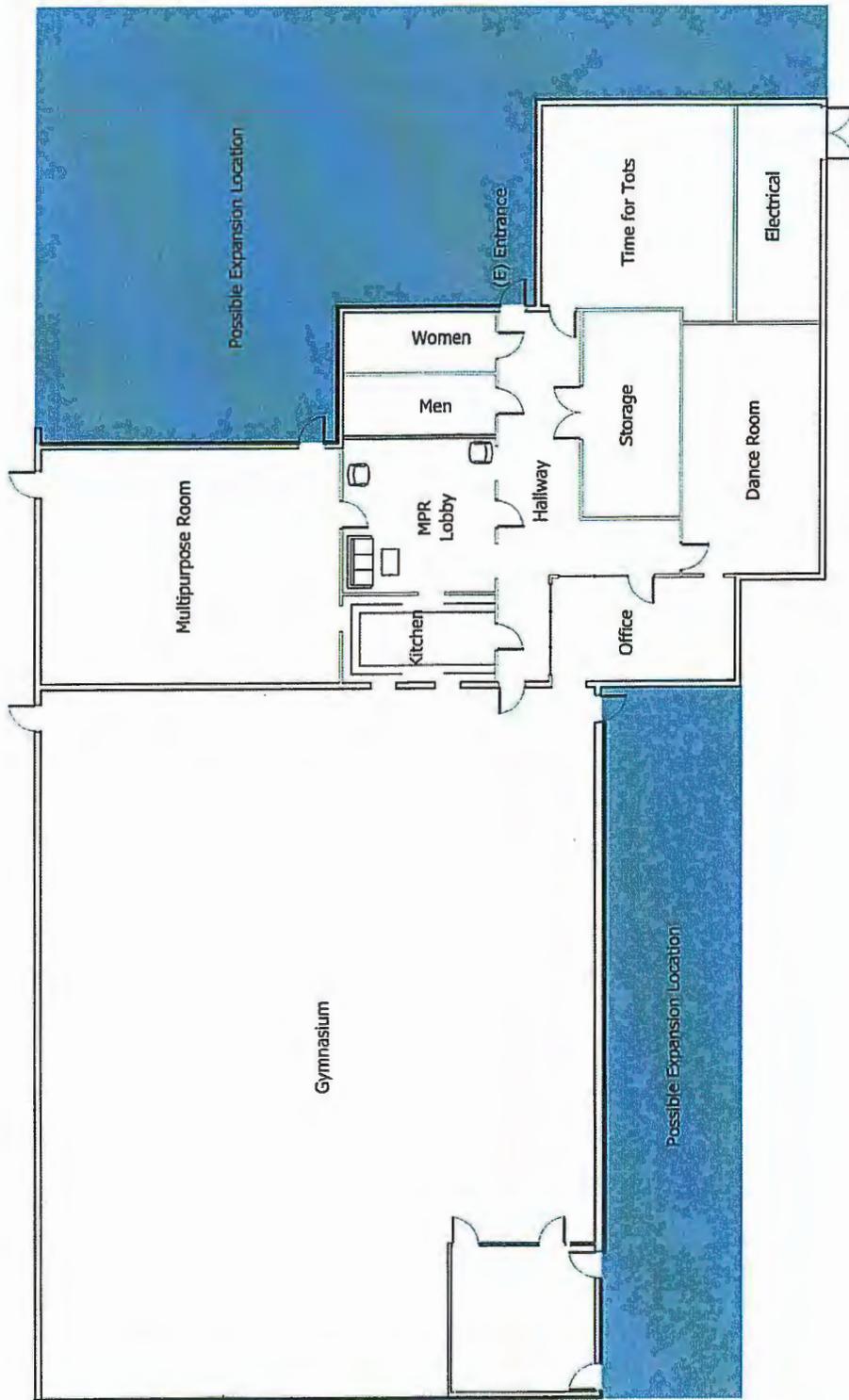
Nichols Park, Joyce Jackson Community Center Master Plan

RFP NO. 1887

Riverside, California

Firm: _____

NO	CRITERIA	WEIGHT	SCORE (1 to 10)	WEIGHTED SCORE	COMMENTS
1	PROPOSAL SUMMARY/CONTENT - Clear Understanding of the required Scope of Work - Completeness and clarity of proposal content	5%			
2	CONSULTANT PROFILE & QUALIFICATIONS - Demonstrated ability to perform the required Scope of Work - Experience and past performance on other similar projects	15%			
3	WORK PLAN & INNOVATION - Well conceived service plan - detailed tasks and clear approach -Innovative service delivery -Addition services that would benefit the City	25%			
4	KEY PERSONNEL/STAFFING - Qualifications, background, and relevant individual experience - Availability and responsiveness of personnel for the project	20%			
5	PROPOSAL COST - Costs and Value for providing the services outlined in this RFP. -Labor rates	35%			
GENERAL NOTES:		100%			<u>SCORING CRITERIA:</u> <i>Superior: 10</i> <i>Well Qualified: 8 - 9</i> <i>Qualified: 6 - 7</i> <i>Below Average: 5</i> <i>Not qualified: 1 - 4</i> <u>Maximum Possible Score: 100</u>
Evaluator's Name: _____ Title: _____ Evaluator's Signature: _____ Date: _____					



NOTE - IMPROVEMENTS DONE AS A PART OF THIS PROJECT SHOULD NOT BE LIMITED TO THE EXPANSION LOCATIONS SHOWN ABOVE AS THEY WERE A PART OF A PAST STUDY.



CITY OF RIVERSIDE
 PARKS, RECREATION, & COMMUNITY SERVICES
 PLANNING & DESIGN DIVISION
 8927 MAGNOLIA AVE, RIVERSIDE, CA 92506
 P. 951.826.2000 | F. 951.826.2010
 riversideca.gov | DATE - 2/19/2019

PROJECT:
NICHOLS PARK
 JOYCE JACKSON COMMUNITY CENTER
 MASTER PLAN
 5505 DEWEY AVENUE, RIVERSIDE, CA 92504

SHEET TITLE:
BUILDING EXPANSION STUDY
 SCALE:
 AS SHOWN
 DATE:
 02/19/2019

ATTACHMENT F

Nichols Park Master Plan Proposed Schedule

REQUEST FOR PROPOSAL	APRIL, 2019
CONTRACT AGREEMENT	JUNE, 2019
CONSULTANT AWARDED BY COUNCIL	AUGUST, 2019
NOTICE TO PROCEED	AUGUST, 2019
DESIGN & COMMUNITY MEETINGS	SEPT. – FEB., 2020
PARK & RECREATION COMMISSION APPROVAL	MARCH, 2020
COMMUNITY SERVICE & YOUTH COMMITTEE APPROVAL	APRIL, 2020
RIVERSIDE CITY COUNCIL APPROVAL	MAY, 2020

1. Is there a page limit to the SOQ submission?
A) Please provide at least 3 projects and up to 10 completed within the past 5 years.
2. Can we walk the project on our own or shall we schedule a job walk with the City?
A) No job walks will be scheduled. The Community Center is open to the public and may be visited during the following normal business hours; Monday through Friday between 3pm-9pm.
3. It appears on Page 8 that the Construction Plans and Specs, along with CA is not included in this proposal. Therefore, in Chapter 8 – information to be submitted – It references the cost for "qualifying under LEED". Please clarify what "costs" you foresee and do you want them listed separately or to be contained in the proposal without specific reference?
A) Chapter 8 – Proposal shall be amended to include the following clarification:
Proposal shall include all costs incurred for completing the Master Plan Scope of Work Tasks and any additional innovative tasks that would benefit the project. Proposal fee shall be prepared and provided by Task (per Attachment D) and any and all additional cost that may or may not be incurred for work (survey of existing utilities, analysis, Construction Cost Estimation, Projected Operational Costs, etc.) required to prepare a conceptual Master Plan that would facilitate future Design Development and Construction of a Community Center that would have a LEED performance rating of "Silver".
4. Chapter 4 asks about Firms ability to meet the City's schedule, yet we don't see a schedule. Is there a schedule?
A) Please see the City's Project Schedule attached.
5. Clarification on what is meant on Chapter 8, the 4th bulleted item which reads **"Most recent complete financial instrument that would establish Proposer's ability to complete the obligations of the contract resulting from this solicitation. (optional)."** What "financial instrument" does the City want and is it required.
A) FINANCE
6. Please clarify Ch. 8 regarding the Direct Labor rates and overhead rate. This has not been required on past City architectural projects (to our knowledge). Can you clarify if this is a Rate Schedule or if you are looking for salaries, etc.
A) FINANCE
7. Are there existing CAD files, or drawings (PDF's) of the existing facility and can you provide those for review during the RFP?
A) An existing floorplan of the facility was provided with the RFP. Please refer to "Attachment F Building Layout" files on the PlanetBids website.
8. Is there a page limit?
A) No, there is no page limit.

9. What is the construction only budget for the project?

A) There is no budget for the construction portion of this project at this time. As listed under Task 1.4 in the RFP, one of the responsibilities of the awarded Design Consultant is to prepare a Construction Cost Estimate for the City's use in acquiring the necessary future funds for construction services.

10. When does the City expect to start this project as it lists the proposal shall be valid for 120 days?

A) Please see response given in question #4 above.

11. Are there any special consideration(s) for local Riverside firms?

A) No special consideration is given for local Consultant Services procured by the City at this time.

EXHIBIT "B"
COMPENSATION

D JOHNSON FAVARO FEE SCHEDULE

Johnson Favaro Professional Services Fees and Associated Hours by Phase 6.11.19

<u>Phase</u>		<u>Principal</u>	<u>Designer</u>	<u>Totals</u>
		\$220/Hour	\$120/Hour	
Discovery	<u>Hours</u>	80	120	
	<u>Fee</u>	\$17,600	\$14,400	<u>\$32,000</u>
Option Development	<u>Hours</u>	120	280	
	<u>Fee</u>	\$26,400	\$33,600	<u>\$60,000</u>
Final Document	<u>Hours</u>	80	20	
	<u>Fee</u>	\$17,600	\$2,400	<u>\$20,000</u>
Totals:		<u>280 Hours</u>	<u>420 Hours</u>	<u>700 Hours</u>
		<u>\$61,600</u>	<u>\$50,400</u>	<u>\$112,000</u>

MGAC Professional Services Fees and Associated Hours by Phase 6.11.19

<u>Phase</u>		<u>Director</u>	<u>Cost Manager</u>	<u>Totals</u>
		\$270/Hour	\$225/Hour	
Discovery	<u>Hours</u>	0	0	
	<u>Fee</u>	\$0	\$0	<u>\$0</u>
Option Development	<u>Hours</u>	2	28	
	<u>Fee</u>	\$540	\$6,300	<u>\$6,840</u>
Final Document	<u>Hours</u>	2	3	
	<u>Fee</u>	\$540	\$620	<u>\$1,160</u>
Totals:		<u>4 Hours</u>	<u>31 Hours</u>	<u>35 Hours</u>
		<u>\$61,600</u>	<u>\$50,400</u>	<u>\$8,000</u>

EXHIBIT "C"

KEY PERSONNEL

- Jim Favaro – Principal
- Steve Johnson – Principal
- Brian Davis – Associate Principal
- Kathy Williams – Associate Principal
- Lyannie Tran – Senior Design Associate
- Ryan Ekstrom – Design Associate