

RFP 1683

All Prospective Vendors submitting a proposal must be listed on the “Electronic Bidders List” by subscribing on the City’s website. If the Vendor is not listed on the Electronic Bidders List the proposal will not be considered or accepted. Only proposals submitted to the Purchasing office located on the 6th floor of City Hall and time stamped before the deadline will be accepted. The City of Riverside payment process is through an electronic transfer process. Contractors or Suppliers must be set up for this payment process in order to be compensated for materials and or services.

Proposals are to be submitted to the **Purchasing desk located on the 6th floor of City Hall**, 3900 Main Street, Riverside, CA no later than March 9, 2017 before 2:30pm. The time and date are fixed and extensions will not be granted. Proposals not received before the bid event time will not be accepted.

Reminder: Proposals are to be submitted on a CD or DVD. No Flash Drives or Hard Copies will be accepted.

The front of all submittals must be addressed and labeled as follows:

Bidder’s Name & Address

City of Riverside
Attn: Purchasing (RFP 1683)
3900 Main Street
Riverside CA 92522

RFP No.: RFP 1683
Due: 03/09/2017
Before: 2:30pm
Project: Coordination of Community Based Volunteer Beautification Efforts

REQUEST FOR PROPOSAL (RFP)
FOR
COORDINATION OF COMMUNITY BASED VOLUNTEER
BEAUTIFICATION EFFORTS



RFP 1683

CITY OF RIVERSIDE

PUBLIC WORKS DEPARTMENT

Request for Proposal

Table of Contents

Section

1. Background.....	3
2. Scope of Services.....	3
3. Inquiries.....	6
4. Addenda and Notifications.....	6
5. Proposal Information and Submittal.....	6
6. Proposal Submittal.....	6
7. Award of Contract.....	7
8. Proposal Content	7
9. Public Records	9
10. Insurance Requirements.....	10
11. RFP Protest Procedures	10
12. Evaluation Criteria.....	11

1. Background

In 1953 Keep America Beautiful (KAB) was formed to bring public and private sectors together to develop and promote a national cleanliness ethic. This collaboration is facilitated through a network of 600 affiliates implementing a town-based approach to building and sustaining vibrant communities. Working with students, educators, government, business leaders, and the public, KAB helps produce cleaner, more beautiful public places.

Since 1976, Riverside has worked with non-profit organizations and the community to encourage local participation in educating the community and promoting volunteerism to address litter problems. The focus of the program is on education as well as implementation of programs to promote volunteerism for actual projects that help to keep Riverside clean and looking good. Clean up events to address items such as litter, graffiti, and weeds are encouraged as well as tree and shrub planting events to beautify the City. There is also a strong focus on the proper disposal of refuse to encourage recycling and responsible disposal of items such as household hazardous waste.

This Request for Proposals (RFP) is intended to solicit proposals from qualified Non-Profit organizations to develop and administer community beautification programs, recruit, train, and manage local volunteers, coordinate community beautification events and develop public/private partnerships to help educate the public and bring groups together for the benefit of the community. Proposals should demonstrate an organizations experience and ability to successfully execute the scope of services stated in this RFP and leverage resources to supplement the services with donations and in kind support.

2. Scope of Services

The selected organization will be responsible for developing and implementing a comprehensive program to spearhead and coordinate year round public volunteer events and programs to help keep Riverside clean. The areas of focus will include but not be limited to litter prevention, waste reduction, graffiti removal, landscape beautification.

Scope of Services:

A. Beautification Projects and Programs

1. Plan, prepare and execute 7 community cleanups, one in each ward, for litter prevention, graffiti removal, landscape beautification and tree planting.
2. Host two citywide community cleanups in conjunction with the City of Riverside CURE Incredible Bulk Events (Fall and Spring); to include an event with the Great American Cleanup in (May) and a second large event to include clean up of the Santa Ana River. Provide a minimum of 25 to 30 groups of volunteers cleaning 25 to 30 areas within the city at each event.
3. Administer the Adopt-A-Street Program and encourage increased participation each year through outreach efforts to local businesses, residents and volunteer organizations.

4. Conduct and calculate the city's Annual Litter Index.
5. Plan, prepare and execute community cleanup projects for specialized groups as needed.
6. Plan, prepare and execute litter cleanup for the Festival of Lights Switch-On Event the day after Thanksgiving.
7. Plan, prepare and execute a Clean Campus Competition to educate our youth on environmental awareness from K- 12 throughout the City of Riverside
8. Develop and implement Summer clean-up programs for community volunteers.
9. Upon request by the City, participate in community meetings and outreach events to spread the "litter prevention, waste reduction and beautification" message to all residents of Riverside.
10. Implement Project Green Wall, a program to identify locations within the City of Riverside where volunteers can assist by planting green material to prevent graffiti from reoccurring - Project irrigation will be pre- approved and supplied by the City of Riverside Public Works Department
11. Develop and implement a program to identify properties and assist properties in need of improvements and beautification. The goal would be to assist 1 property in each of the 7 wards.
12. As funding allows, develop new projects and programs that would support the City's beautification and community improvement efforts.
13. For Volunteer Events:
 - a. Include a check in and out process for all volunteer events which will include a review and acknowledgement of Safety procedures.
 - b. Email rules for the events to volunteer group coordinators prior to the event. In addition, add a note on the release forms for volunteers stating the volunteer acknowledges and will comply with the rules.
 - c. Each volunteer should be given an emergency number to call in case of first aid or other emergencies.

B. Tree Program

1. Coordinate volunteer tree planting events at local parks and in City Right-of-ways - Partner with City of Riverside Urban Forester, Parks Recreation and Community Services Department
2. Secure grant funding or donations for tree plantings.

C. Graffiti Programs

1. Coordinate with the Principal Administrative Analyst in the Public Works Street Maintenance Division to:
2. Develop and chair a public education program for graffiti outreach to bring together businesses and other organizations on a regular basis to help implement a multi-pronged approach to help prevent and address graffiti issues throughout the city.
3. Promote public education and community involvement.
4. Recruit volunteers to remove graffiti at events throughout the year.

D. General Services

1. Develop and implement an Awards program to recognize volunteer efforts for clean-up and beautification programs in the City.
2. Other projects as necessary or requested to accomplish the City's Beautification goals.
3. Actively solicit donations for programs to implement the clean-up and beautification efforts.
4. Supply all equipment, supplies, tools, personal protective equipment, etc. to complete the activities outlined in this scope of work.
5. Do public outreach to encourage and facilitate participation in the local highway Adopt a Highway Program.
6. Develop and maintain a program website to educate and inform the public about the program and encourage volunteer participation.
7. Develop and maintain a calendar of events.

E. Reporting and Results

1. Provide monthly and quarterly reports with details on accomplishments to include but not be limited to: number of events, number of participants at each event, pounds of litter removed, volume of weeds pulled, graffiti painted over, trees planted, shrubs planted, hours volunteered and any other data and statistics pertinent to the work accomplished. Results for the year should include:
 - a. Recruit a minimum of 7,000 volunteers in a 12 month period to complete the various activities outlined in the scope of work;
 - b. Complete a minimum of 16,000 volunteer hours in a 12 month period to complete the various activities outlined in the scope of work;
 - c. Collect and dispose of at least 200,000 pounds of litter within a 12 month period through the various activities outlined in the scope of work;
 - d. Clean at least 1,000 miles of streets through the Adopt-a-Street Program;
 - e. Clean 30 to 50 storm drains within a 12 month period;
 - f. Paint over at least 2,000 graffiti tags within a 12 month period; and
 - g. Plant at least 20 trees and 350 plants within a 12 month period through the various planting events outlined in the scope of work.
2. Provide annual reports compiling comprehensive statistics and accomplishments for each year.

F. Proposed Term

1. The proposed term of the contract would be for one-year, with four one-year options to extend, subject to City Council approval.

3. Inquiries

All requests for clarifications, changes, exceptions, deviations to the terms and conditions set forth in this RFP should be submitted in writing to:

Brandi Becker, Senior Administrative Analyst

bbecker@riversideca.gov

The final day for the receipt of questions from the Proposer shall be before **5:00PM on Thursday, March 2, 2017**. To ensure fairness and avoid misunderstandings, **all communications must be in written format** and addressed **only** to the individual set forth above. Any verbal communications will not be considered or responded to. Written communications should be submitted via e-mail to the address provided above. All questions received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the RFP that will be posted on the City's website. **Any communications, whether written or verbal, with any City Council member, RPU Board member or City staff other than the individual indicated above, prior to award of a contract by City Council, is strictly prohibited and the Proposer shall be disqualified from consideration.**

4. Addenda and Notifications

Unless otherwise specified, any addenda issued during the time of bidding must be acknowledged by signing each addendum, which will be made part of the contract. Failure to acknowledge an addendum within a proposal will immediately cause your proposal to be deemed non-responsive. Addenda notifications will be provided to those subscribed to the Electronic Bidder's List via email.

5. Proposal Information and Submittal

All prospective organizations submitting a proposal must be registered on the City's Electronic Vendors List and must be listed on the Electronic Bidders list by subscribing on the website. Proposers can electronically register at www.riversideca.gov/bids once registered, Proposers must download the RFP. If the vendor is not listed on the Electronic Bidders list the bid package will not be considered or accepted. Hard copy proposals will not be considered. Only proposals received via the City's website will be accepted.

6. Proposal Submittal

All Proposals are due on Thursday, March 9, 2017 before 2:30 PM

All proposals and required documents including any proposal security shall be supplied on a CD or DVD and must be submitted before the due day/time. NO FLASH DRIVES will be accepted. Please note that any hard copy proposals will not be accepted. Media containing proposals may be submitted by mail or in person but must be time stamped by the Purchasing office before the due day/time and will not be returned. All packages must be addressed as follows:

Bidder's Name & Address

City of Riverside; Purchasing Dept.
Attn: Purchasing Services Manager (RFP No. 1683)
3900 Main Street
Riverside CA 92522

RFP No.: 1683

Due: March 9, 2017

Before: 2:30 PM

Project: Coordination of Community based volunteer Beautification Efforts

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

7. Award of Contract

Award of Contract or rejection of Proposals will be made by the City within 90 calendar days following Proposal due date. The City reserves the right to reject any and/or all Proposals submitted in response to this RFP, as deemed in the best interest of the City. The City further reserves the right to waive any informalities or irregularities in the Proposals. The City shall not be liable for any cost incurred in connection with the preparation and submittal of any Proposal.

Award, if any, will be to the Proposer whose Proposal best complies with all of the requirements of this RFP as deemed within the best interest of the City.

8. Proposal Content

Proposals shall be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Emphasis should be placed on completeness and clarity of content. Proposals shall adhere to the following format for organization and content. Proposals must be typed and arranged/divided in the following sequence to facilitate evaluation:

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

- Cover Letter
- Company Information
- Company Personnel
- Experience and References
- Equipment List
- Pricing

1.1. Cover Letter

The cover letter shall include a brief general statement of intent to perform the services and confirm that all elements of the RFP have been reviewed and understood. The letter should include a brief summary of qualifications and the organizations' willingness to enter into a contract under the terms and conditions prescribed by this RFP.

1.2. Non-Profit Information

This section should include contact person information, address and telephone number of the company main office and any branch offices. Any supplemental information that Proposer believes may be pertinent to the selection process may be provided.

1.3. Personnel

This section should contain names, contact numbers and description of experience, including licenses and/or certifications, of all key personnel who would be assigned to perform work under the Contract.

1.4. Experience and References

Proposers shall present evidence that they have been regularly engaged in performing similar services and furnishing such material and equipment, as they propose to perform or furnish and that they are fully prepared with necessary capital, equipment, and material to begin work promptly and to conduct it as required by this RFP. Organizations **submitting proposals must have three (3) years' experience providing similar services as described herein preferably with a municipality.**

Provide at least three (3) references, within the past five (5) years, of clients for whom services have been performed that are comparable in quality and scope to that specified in this RFP. The references shall include names, addresses and telephone numbers of the clients for whom the prior work was performed, and include an explanation of the services provided to these clients.

7.5. Equipment List

Proposer shall furnish the City with a list indicating the equipment to be used for the project. All equipment shall be in relatively new condition, and in safe and proper working order. City reserves the right to inspect all equipment proposed to be used for the project.

Companies submitting proposals must have adequate equipment and personnel to complete the services described herein.

7.6. Pricing

Although cost will not be considered the only factor in the selection process, all Proposals must include a complete compensation schedule.

The proposed price(s) shall include full compensation for furnishing all labor, materials, supplies, tools, equipment, and incidentals necessary to complete all work contemplated and embraced under this RFP. Quantities listed in this RFP are estimates, and no claim shall be made against the City for excess or deficiency therein, actual or relative.

7.7. ePAYABLES

The City of Riverside has partnered with Bank of America to offer a card payment program, called ePayables, to the City's Contractors. This is the City's preferred method of payment and is part of a city-wide effort to reduce paper waste and decrease the amount of time to pay our contractors.

With ePayables, we will continue our current payment terms and conditions. However, once an invoice is approved for payment an electronic remittance advice will be sent to the contractor by email, instead of check. The remittance advice will include statement-type information such as invoice numbers, dates, and amounts for invoices. Payments can be retrieved with the City of Riverside's designated account number that will be assigned to the contractor.

Note: Proposers, who are set up to receive payment through ePayables, will receive a 5% preference during the evaluation.

9. Public Records

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

If a Consultant claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the proposal.

Note that under California law, price proposal to a public agency is not a trade secret.

10. Insurance Requirements

Prior to awarding of a contract, the successful Proposer shall provide evidence of required insurance for the life of the Agreement. The awarded Proposer shall provide to the City certificates of insurance with the City named as additional insured. Final insurance requirements and such policies shall be subject to City Risk Manager and City Attorney approval.

Minimum insurance requirements include:

- General Liability
 - \$1,000,000 per occurrence
 - \$2,000,000 aggregate for the year
- Automotive Liability
 - \$1,000,000
- Worker’s Compensation
 - \$1,000,000
- Professional Liability (Errors & Omissions)
 - \$1,000,000

Certificate holder: City of Riverside, Attn: Risk Management, 3900 Main Street Riverside CA 92522

11. RFP Protest Procedures

Protestant may file a written protest with the City’s Purchasing Services Manager no more than five calendar days following the posting of the first of two following items on the City’s website: a notice of intent to award the RFP, a City Council or Board of Public Utilities agenda item to award the RFP. The written protest must set forth, in detail, all grounds for the protest, including without limitation all facts, supporting documentation, legal authorities and arguments in support of the grounds for the protest. All factual contentions must be supported by competent, admissible and credible evidence. Any matters not set forth in the written protest shall be deemed waived. Any protest not conforming to this procedure shall be rejected as invalid.

The Purchasing Services Manager shall review the merits and timeliness of the protest and issue a written decision to the Protestant within 7 calendar days of receipt of the protest. The decision of the Purchasing Services Manager may be appealed to the Chief Financial Officer (“CFO”).

The Protestant may appeal the decision of the Purchasing Services Manager to the CFO by filing a letter of appeal within 10 calendar days of the date of the Purchasing Services Manager’s decision. The letter of appeal should be addressed to the CFO and shall set forth, in detail, all grounds for the appeal, including without limitation all facts, supporting documentation, legal authorities and arguments in support of the grounds for the appeal. All factual contentions must be supported by competent, admissible and credible evidence. Any matters not set forth in the letter of appeal shall be deemed waived. Any letter of appeal not conforming to this procedure shall be rejected as invalid.

The CFO shall review the merits and timeliness of the letter of appeal and issue a written decision to the Protestant within 14 calendar days of receipt of the letter of appeal. The decision of the CFO is final.

The Protestant may appeal the decision of the CFO to the appropriate federal agency in accordance with its established appeal procedures when the subject project is federally funded.

12. Evaluation Criteria

A committee of at least three members of the Public Works Department will evaluate all Proposals. All Proposals shall be reviewed to verify that the Proposer has met the minimum requirements as stated in this RFP.

The contract will be awarded based upon the Proposal that is determined to be most advantageous.

Selection criteria upon which evaluation of the Proposals will be based include, but are not limited to:

A. Company Qualifications and Criteria

- a. Qualifications & Experience (25%)
A high level of professional competence and a proven track record in providing similar services to other organizations and/or municipalities
- b. References (10%)
Quality references attesting to the character, integrity, reputation, judgment, expertise, capacity, and the efficiency of the Proposer

B. Proposal Content

- a. Approach (15%)
The Company’s responsiveness in providing valid suggestions and competent recommendations relative to the project. Proposal should demonstrate Company’s ability to provide adequate personnel, equipment and ability to provide the desired results and reports to demonstrate the achievement of those results.
- b. Quality of the Proposal (20%)

Proposal concepts submitted should be clearly defined. The proposal should demonstrate the Company's ability to fulfill the scope of work defined in the previous section of this RFP.

C. Cost

- a. Cost (30%)
Fair and reasonable price

Top ranked firms may be asked to participate in an oral presentation to discuss in greater detail the content of their Proposal. The City of Riverside reserves the right to not accept submitted proposals and is not obligated to hire a contractor should it find that submitted proposals do not meet requirements or for other reasons.

EXHIBITS

Exhibit A
Sample Agreement

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

(NAME OF CONTRACTOR)

(SERVICES BEING PROVIDED)

On this _____ day of _____, 20____, (“Effective Date”) the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and [NAME AND ADDRESS OF ENTITY], mutually agree as follows:

1. Scope of Services. Contractor shall furnish all labor, materials and equipment for and perform the work of Landscape Maintenance Services for _____ (“the Services”). Contractor shall perform the Services in accordance with the provisions and requirements of the following Contract Documents: City of Riverside _____ Department Request for Proposals for _____, dated _____, 2016 (“RFP _____”), the General Conditions and Technical Specifications contained therein, this Agreement and all other documents, maps, texts and items referred to in the foregoing documents. These Contract Documents are incorporated herein by this reference and are intended to be correlative and constitute Contractor’s performance obligations. The specific terms and conditions of this Agreement shall control and have precedence over any contradictory or inconsistent terms and conditions included in the other Contract Documents and shall be controlling in questions of interpretation.

2. Term. The term of the Agreement shall be from the _____, 20____, through _____, 20____, unless earlier terminated as provided herein. **The term may be extended by mutual consent of the parties for four (4) additional one year terms. All such extensions/amendments shall be made in writing and approved by the parties.**

3. Compensation. City shall pay Contractor for the performance of the Services during the initial term of this Agreement a Contract Price not to exceed _____ Dollars (\$_____). City shall pay Contractor for Services performed to City’s satisfaction on a monthly basis in accordance with the provisions of the RFP, and the Compensation Schedule attached hereto as Exhibit “A” and incorporated herein by this reference. If the term of the Agreement is extended, Contractor’s compensation for the extended term shall be mutually agreed upon in writing by the parties.

4. Extra Material. Contractor shall not be compensated for any extra materials used or time expended over and above the Contract Price, unless prior written approval for the same has been granted by City. In addition, Contractor shall only be compensated for services actually rendered.

5. Warranties. Contractor shall obtain in the name of City, or transfer or assign to City or City’s designee, any and all warranties or guarantees which Contractor obtained from manufacturers or suppliers, and further agrees to perform the Work in such a manner so as to preserve any and all such warranties.

6. General Compliance with Laws. Contractor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of Services by Contractor pursuant to this Agreement. Contractor 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.

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

8. Business License. As a condition of this Agreement, Contractor shall secure a business license to operate in the City of Riverside, and shall also secure any other licenses or permits which may be required.

9. Worker's Compensation Insurance. By executing this Agreement, Contractor certifies that Contractor 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. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers Compensation Act.

Prior to City's execution of this Agreement, Contractor shall file with City either (1) a certificate of insurance or self-insurance evidencing that such insurance is in effect, or that Contractor is self-insured for such coverage; or (2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with the City shall provide that City shall be given ten (10) days prior written notice before modification or cancellation thereof.

Contractor's workers' compensation carrier shall be authorized to transact insurance business in the State of California with a policy holder's rating of "A" or higher and a Financial Class VII or larger.

10. Commercial General Liability and Automobile Liability Insurance. Prior to City's execution of this Agreement, Contractor shall secure, and shall thereafter maintain until completion of the Agreement, such commercial general and automobile liability insurance as shall protect Contractor from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations under this Agreement, whether such operations be by or on behalf of Contractor, any

subcontractor or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them.

All liability insurance shall be issued by an insurance company or companies authorized to transact liability insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger and shall cover commercial general and automobile liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

Commercial General	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Automobile	\$1,000,000 per occurrence

Policies or original certificates of insurance along with additional insured endorsement acceptable to City, evidencing the coverage required by this Agreement for both commercial general and automobile liability, shall be filed with City and shall include City as an additional insured. The policy or policies shall be in the usual form of public liability insurance, but shall also include the following provisions:

Solely for Services performed by and on behalf of the named insured for the City of Riverside, it is agreed that the City of Riverside and its officers and employees are added as additional insureds under this policy.

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

- a. Policies shall include premises/operations, products completed operations, independent contractors, owners and contractors' protection, broad form contractual, personal injury with employment exclusion deleted, and broad form property damage.
- b. The policy shall be endorsed to waive any right of subrogation against the City and its subcontractors, employees, officers, agents and directors for work performed under this Agreement.
- c. If policies are 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 project. The retroactive date of the coverage must also be listed.
- d. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City of Riverside. Contractor shall provide Form No. CG 20010413 to City.

11. **Bonds.** Prior to City's execution of this Agreement, Contractor shall furnish City with two completed surety bonds (on bond forms provided by City), one as security for the faithful performance of this Agreement and one as security for the payment of all persons

performing labor and furnishing materials in connection with this Agreement. Both bonds shall be in the amount of 100% of the Contract Price and shall be subscribed by a corporate surety which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class VII or larger. Should any bond or surety become insufficient, Contractor shall furnish City with new bonds within 10 days after receiving notice from City. No payments will be due or paid under this Agreement until any and all bond deficiencies have been remedied. Contractor by execution of this Agreement acknowledges that the bonds are not Contract Documents but are separate obligations.

12. Termination. City and Contractor shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar day's written notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final written statement of the amount of services provided as of the date of such termination for payment by the City.

Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar day's written notice if:

- a. Contractor fails to promptly begin performance of the Services; or
- b. Contractor fails to perform the Services in accordance with the Contract Documents, including conforming to applicable standards set forth therein, or refuses to remove and replace rejected materials or unacceptable work; or
- c. Contractor discontinues performance of the Services; or
- d. Contractor fails to make payment to subcontractors for materials or labor in accordance with applicable law; or
- e. Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction; or
- f. Contractor otherwise is guilty of breach of a provision of this Agreement; or
- g. Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.

A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

13. Indemnification. Except as to the sole negligence, or willful misconduct of City, Contractor shall defend, indemnify and hold the City, its officers and employees, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorney's fees, which arises out of or is in any way connected with the performance of work under this Agreement by Contractor or any of Contractor's employees, agents or subcontractors and from

all claims by Contractor's employees, subcontractors and agents for compensation for services rendered to Contractor in the performance of this Agreement, notwithstanding that City may have benefited from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Contractor or any of the Contractor's employees, subcontractors or agents.

The parties expressly agree that any payment, attorney's fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

14. Defense Obligation. Contractor 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 or other legal proceedings which arise out of, or are related to, or are in any manner connected with: (1) the work, activities operations, or duties of Contractor, or of anyone employed by or working under the Contractor, or (2) any breach of this Agreement by Contractor. 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 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. Contractor agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to the City.

15. Non-Discrimination. During Contractor's performance of this Agreement, Contractor 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, genetic information, gender, gender identity, gender expression, sex or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

16. Prevailing Wage. When applicable, pursuant to Section 1771 of the California Labor Code, Contractor and all subcontractors are required to pay the general prevailing rates of per diem wages, overtime and holiday wages as determined by the Director of the Department of Industrial Relations and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing wage rates is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm, and is referred to and made a part hereof as though fully set forth herein.

17. Notices. Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

City

Contractor

City of Riverside

_____ Director

3900 Main Street

Riverside, California 92522

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

19. Independent Contractor. Contractor shall at all times during its performance of the Work retain its status as an independent contractor. Contractor's employees and agents shall under no circumstances be considered or held to be employees or agents of City and City shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of Contractor or its employees and agents.

20. 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 action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be agreed in writing.

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

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

23. 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.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF RIVERSIDE, a
California charter city and
municipal corporation

[Name and Entity]

By: _____
City Manager

By: _____
Printed Name:
Title:

Attest:

By: _____
City Clerk

By: _____
Printed Name:
Its:

Approved as to form:

By: _____
[Supervising] Deputy City Attorney

WORKERS' COMPENSATION CERTIFICATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against

liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

[Contractor]

By: _____
An Authorized Signatory

Date: _____

**CITY OF RIVERSIDE
CONTRACTOR CUSTOMER SERVICE STANDARDS
ACKNOWLEDGMENT**

Customer Service is important to the City of Riverside and has resulted in the adoption of our motto and mission statement:

**"People Serving People"
The City of Riverside will provide high quality
Municipal services in a responsive and cost-effective manner.**

The City and its Contractors shall at all times strive to represent the City in a professional, courteous, friendly, efficient, and cost-effective manner. The following customer service standards shall be enforced by Contractors:

1. Abide by the City's mission statement and customer standards as noted herein.
2. Furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, to the satisfaction of the director / designee, all work required under the contract.
3. Have competent working supervisors on the job at all times work is being performed who are capable of communicating and discussing effectively, both in written and oral English, matters pertaining to the contract.
4. Remove from the work site any employees deemed careless, incompetent, or who generate multiple customer service complaints.
5. Have supervisors carry identification which clearly indicates to the public the name of the Contractor responsible for the project.
6. Have Contractor's vehicles assigned to the project clearly identified.
7. As applicable, with department's approval, issue a notice in business and residential areas in advance of project commencement stating work project, general time frame, company name, telephone number, job site contact person, City contact person and telephone number.
8. Endeavor to maintain good public relations at all times. Conduct work in a proper and efficient manner to create the least possible inconvenience to the general public.

Contractor shall return signed copy of this form to the Purchasing Services Manager after award of Contract.

Company Name: _____

Authorized Representative (Please Print): _____

Signature: _____ Date: _____