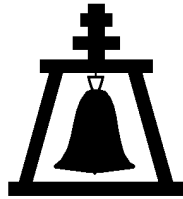


CITY OF RIVERSIDE
CITY MANAGER'S OFFICE



REQUEST FOR PROPOSALS
PROFESSIONAL SERVICES
FOR
DOWNTOWN SIGNAGE AND WAYFINDING
PROGRAM

March 10, 2004

City of Riverside
3900 Main Street, 7th Floor
Riverside, California 92522

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I. BACKGROUND

The City of Riverside is seeking proposals from qualified professionals to provide leadership and experience to facilitate development of a signage and wayfinding program. Ultimately, the signage and wayfinding program will be incorporated throughout main corridors in, near and around the city, however the initial work effort will address the overall survey, analysis, and design development specifically for the downtown area. The selected firm will be responsible for development of signage and wayfinding sign designs and standards, in addition to identifying locations and alternative locations for placement of signage during the planning phase of the project. The signage and wayfinding system standards can then be phased into other areas of the city.

II. INFORMATION

The City of Riverside is proposing to develop a comprehensive signage and wayfinding program. This program goal will be to increase the visibility of parking facility signage and increase visibility of one-way street directional signage; promote increased city parking usage; advance economic and redevelopment goals; foster a positive image for city parking and market validation to support retail activity in the downtown core. This program aims to also increase the use of underutilized off-street parking facilities.

The City of Riverside has implemented a number of revitalization projects in an effort to stimulate economic development activities. As a result, a Downtown Specific Plan has been adopted to help guide and attract upscale restaurants, specialty retail, and entertainment opportunities. Furthermore, a Comprehensive Downtown Parking Study has been adopted which addresses parking needs to support these efforts and to adequately address the unique needs of the downtown area.

Inquiries

Questions pertaining to the RFP should be directed in writing to Troy Brown, Assistant to the City Manager at the address listed in the mailing instructions. Fax: (909) 826-5740, e-mail address: tbrown@riversideca.gov.

Proposal Submittal Date

- Proposals are due no later than 4:00 p.m. April 8, 2004. This date and time are fixed and extensions will not be granted. In order for a proposal to be considered, ten (10) copies of the proposal must be submitted.
- The City of Riverside does not recognize the U.S. Postal Service, or any other organization as its agent for purposes of accepting proposals. All proposals received after the deadline shown will be rejected. Proposals may be hand-carried to Development Department located on the 5th floor of City Hall at 3900 Main Street, Riverside, California.

- All proposals become the property of the City of Riverside. Final disposition will be made according to the policies thereof.

Mailing Instructions

City Manager’s Office
 3900 Main Street, 7th Floor
 Riverside, CA 92522
 Subject: Downtown Signage and Wayfinding Program

Rejections

All proposals will be reviewed to determine conformance with RFP requirements. Failure to meet the requirements will be cause for rejection of the proposal. Any proposal, which is incomplete, conditional or contains irregularities, may also be rejected.

The City of Riverside reserves the right, without qualification, to:

- Select any proposal as a basis for written or oral communication with any or all of the companies or individuals when such action is considered to be in the best interest of the City of Riverside;
- Reject all proposals;
- Exercise discretion and apply its judgment with respect to selection of any proposals submitted.

Schedule of Events

Submittal of Proposals	April 16, 2004
Notify Short Listed Consultants	April 28, 2004
Interview Short Listed Consultants	May 7, 2004
City Awards Contract	May 18, 2004
Issue Notice to Proceed	May 25, 2004

Deadline for completion of design plans December 2004.

The City reserves the right to modify, add, or delete any of the above events and dates.

III. GENERAL PROPOSAL CONTENTS

The written portion, resumes and exhibits of the proposal may not exceed 50 pages. This total page limit does not include proposal cover, section dividers, table of contents, or transmittal cover letter.

The following resource items are available in the Planning Department or Public Works Department for use by the Consultant:

- Downtown Specific Plan
- Comprehensive Downtown Parking Study
- Downtown Area Map

Methodology

Prepare a brief work program for the tasks in the Scope of Work described below. The work program should demonstrate the Consultant's ability to conduct this program in a structured and efficient fashion. If you believe a task description does not accurately or adequately describe the work required for the program, explain the changes or additions.

Project Team

Identify and describe the qualifications of each team member and their availability.

Provide an organizational chart of the project team. Identify and provide a contact address and phone number for the project manager.

Staffing Requirements

Identify key personnel, which will be assigned to the project. The contract will provide that any substitution of key personnel is subject to written approval by the City; and if not approved, the contract may be terminated.

Experience and Qualifications

Provide resumes showing the experience of each team member in performing similar projects. List similar projects completed within the last 5 years by your firm and any other team consultant.

References

Provide the business names, addresses, contact names, titles, and telephone numbers of at least five (5) former clients for whom you have performed services similar to those required for this project within the last five years.

With reference to the above projects, submit descriptions of the contracted work, which include the following information:

- A. Scope of Work including:
 - Any applicable working plans
 - Implementation plan
- B. A description of the involvement of each principal listed in the proposal, as applicable.

C. The approximate dollar value of professional services rendered.

IV. SCOPE OF SERVICES

Subtask 1.1 - Survey & Analysis

This task involves orientation, gathering background information and surveying of conditions to thoroughly understand target corridors of the downtown area needs, and to establish criteria for design development. Include any recommended revisions to scope if Consultant feels warranted to better facilitate project implementation.

The Consultant will meet with representatives of the City and other key individuals or groups that City deems essential to the overall development of this project, such as Caltrans, Riverside Chamber of Commerce, Riverside Downtown Partnership, and the County of Riverside. The sole purpose of such meetings is to discuss issues, policies, and ordinances affecting implementation of a signage and wayfinding program. A major subject of discussion will be criteria for inclusion of facilities in the signage program. Consideration should be given to attractions that endure, generate significant visitor traffic, and are most difficult to find. The program proposal should consider and discuss individuals' perceptions of the problems, project expectations, philosophical approaches and implementation scenarios.

For attractions included in the program, Consultant will survey roadway and traffic conditions to identify problem areas, and existing regulations affecting the use of signage. The objective of this effort is to determine the strategic locations for signage and to photograph existing physical conditions at these locations. Notations will also be made regarding speed limits, sight lines, traffic conditions and existing signage along the roadways.

Consultant will prepare a color-coded downtown area map that identifies attractions, priorities for implementation and strategic locations for signage. The general types of messages and amount of information at key locations will also be indicated.

Consultant will document the decisions, findings, and recommendations in a draft Summary Findings Report and provide ten copies for review. The report will include summary information identifying the feasibility of implementation and barriers that must be overcome (if any) with respect to signage and wayfinding policies, ordinances, coordination requirements to facilitate priority and ultimate installation of signs. Consultant will present these findings to City staff, Caltrans, Riverside Chamber of Commerce, Riverside Downtown Partnership, and the County of Riverside at separate meetings of each organization or body.

After receiving comments on the draft Summary Findings Report, Consultant will address the comments and questions and provide ten copies of the final Summary Findings Report.

Subtask 1.2 – Design Development

The project advisory input and analysis of Subtask 1.1 will help guide the design of the signage/wayfinding program. The design of the signage and wayfinding program should be

based upon mutually agreed-upon assumptions regarding city, county and state policies permitting such signage. The Consultant will describe the scope of work approach to completing the design development.

Based upon the summary finding report and recommendations survey and analysis information and strategies, the Consultant will begin to organize, evaluate and define specific sign types. Each sign type should serve a distinct marketing purpose and informational function. Preliminary sign types could include:

A. Vehicular

- Interstate ramp exit directional
- Arterial directional
- Gateway Introductory sign
- Secondary Street directional
- Parking directional
- Parking identification
- Attraction identification
- Street identification

B. Pedestrian

- Site Orientation “you are here” diagrams and kiosks
- Major directional
- Information identification

Consultant will develop design concepts utilizing unique elements described in the Downtown Specific Plan, and relative to the existing signs for use as a part of the signage/wayfinding system. Elements include:

- Typography distinguished from MUTCD (Manual on Uniform Traffic Control Devices), USDOT (United States Department of Transportation) signage
- Color combination distinguished from MUTCD signage
- Flexibility, adaptable to change and updating
- Adaptable to a variety of mounting conditions
- Durable materials, low maintenance
- Modular sizes based on sight lines, traffic speeds, etc.
- Coordination with printed maps and guides

Consultant will provide design concepts for each sign type in the form of scaled elevations keyed to a map showing typical locations. The design concepts will indicate materials, fabrication processes, mounting techniques, methods of updating and maintenance of signs, along with a preliminary cost estimate per sign type. This material will be presented to the appropriate city departments for review, comment, and approval.

Subtask 1.3-Final Design and Construction Documents

The comments received during Subtask 1.2 will be incorporated into the final design of the signage/wayfinding program. The deliverable product of this subtask will be a set of construction documents and specifications to be utilized in the implementation of the signage and wayfinding program.

General specifications will be developed covering graphic standards that apply to typography, letter spacing, colors, reproduction processes, and symbols. Construction documents will also be developed, including a catalogue of sign types shown as a dimensioned layout along with application guidelines. The following sign types will be included:

A) Vehicular:

- Interstate ramp exit directional
- Arterial directional
- Gateway introductory sign
- Secondary Street directional
- Parking directional
- Attraction identification

B) Pedestrian:

- Site orientation diagrams & kiosks
- Major directional

Additionally, the construction documents will include:

- Fabrication and mounting details noting construction processes with material specifications.
- Specific location plans that provide guidance in the placement of wayfinding signs within the Downtown Core area.

Ten sets of the draft construction documents and specifications will be provided for review. After receiving comments on the draft construction documents and specifications, Consultant will address comments and questions and complete the final construction documents and specifications. One set of bid ready original documents will be provided for reproduction purposes.

Subtasks 1.4 -Bid Process and Construction Support Services

Consultant will provide a list of qualified sign fabricators/installers, assist the City in identifying contractors, and help facilitate the project pre-bid meeting. Consultant will also provide the following services during the bid process and construction:

- Assist in the evaluation of sign fabricator's bids
- Technical information for "Requests for Information" and supplemental contract documents, as required
- Review of shop drawings, colors, and material sample submittals

- Inspection of the contractor's work in progress and punch-list identifying issues requiring correction

Meetings

The Consultant shall convene at a minimum, monthly project coordination meeting in addition to holding a sufficient number of community meetings to discuss milestone events, meetings necessary to review the process, and the pre-construction meeting.

Corrections of Errors and/or Omissions

Required corrections to the design calculations, plans, specifications and quantity calculations shall be considered as part of the normal design process. No extension of time or fees shall be allowed for required corrections.

Milestones

The following activities will represent significant milestones for the project:

- A. Preliminary Design
- B. Final Design
- C. Bid Specifications

V. CONSULTANT SELECTION PROCEDURE

The following is an outline of the procedures the City will use in the selection process:

- A. A Consultant Selection Committee is formed comprised of City personnel.
- B. The Consultant Selection Committee reviews the proposals submitted by the prospective consultants.
- C. The Consultant Selection Committee evaluates and selects proposals for interviews upon the following criteria:
 - 1. Demonstrated understanding of the project as evidenced in the proposal.
 - 2. Past performance of the firm and project manager in accomplishing work on other similar projects, related to control of cost, quality of work, and meeting of deadlines.
 - 3. The availability and responsiveness of personnel for the project.
 - 4. A five percent (5%) preference will be awarded to local vendors.

Based on the evaluation of the submitted proposals, a short list of Consultants will be established. It is anticipated that the selection committee will select three Consultants to appear before it to discuss their proposal.

- D. Selection Committee interviews the prospective consultants and makes the final selection. Rankings are given to the other Consultants interviewed in the event a contract cannot be negotiated with the selected Consultant. Fees will not be discussed during the selection interviews.
- E. Negotiations will take place with the Principal Consultant on the final scope of work and contract.
- F. The selected Consultant will be required to submit a fee proposal. The fee proposal shall include individual hours for the project team and a not-to-exceed price for individual tasks of the project and for the overall project. The fee proposal shall include costs for time and materials, additional tasks not defined otherwise not defined, and anticipated costs for revisions, amendments and otherwise unforeseen but known costs. Negotiations on the proposed fee will then take place.
- G. If an acceptable contract cannot be negotiated, the negotiations with the designated consultant shall be terminated in writing and negotiations will begin with the next highest rated consultant.
- H. When a consultant is selected, the Selection Committee Chairman makes a recommendation to the City Council for contract award.

VI. CONTRACT TERMS

A Professional Services Agreement (a sample of which is included as Exhibit 1) shall be signed by the successful Consultant in duplicate and returned, together with the specified insurance, within 15 days from the date the City mails, or by other means delivers, the contract documents to the Consultant. No agreement shall be binding upon the City until the documents are completely executed by the Consultant, executed by the City, and approved by the City Attorney. Failure to execute and return the contract agreement and acceptable insurance in a timely manner may be just cause for the City to rescind the award.

Any proposed revision to the City's Standard agreement must be included in the consultant's proposal.

Errors and Omissions Insurance

The Consultant shall obtain and maintain 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 design activities. This minimum amount of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations.

Liability Insurance

The Consultant shall obtain and maintain the liability insurance coverage and amounts set forth in the attached sample agreement.

Workers' Compensation Insurance

The Consultant shall 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 the project. A signed certification of compliance with Section 3700 and the Certificate of Insurance shall be filed with the Risk Manager prior to execution of the contract agreement on behalf of the City of Riverside. The Workers' Compensation Certification form to be signed is included in Attachment 2 to this document.

Subcontractor Insurance

The Consultant shall require all subcontractors to carry adequate insurance to cover any risk of loss created by the subcontractor's activities in connection with the project.

Permits and Local Licenses

The Consultant shall obtain and pay for all licenses necessitated by his operations. Prior to starting any work, the Consultant including all sub-consultants are required to have a City of Riverside Business Tax Registration valid for the life of the contract.

Method of Compensation

The City intends to negotiate a time and material not-to-exceed fee for the overall project.

As the work proceeds, the Consultant may submit to the City monthly requests for payment which describe in detail the services actually rendered during the preceding month and the paid invoice cost of expenses directly related to this project.

The Consultant's invoice shall include:

- A. Individual's name, hourly rate, title, total fee, and a brief explanation of work performed for the period.
- B. An itemization and explanation of expenses incurred during the period and copies of invoices shall be included.
- C. A brief report on the past month's progress, stating the amount of work completed for each submittal.
- D. A brief report discussing the next month's planned work.

Each invoice will be reviewed by City staff and if appropriate approved for payment.

Adjustment of Consultant compensation for services shall be negotiated when Consultant establishes and City agrees that there has been or is to be significant change in:

- i. Scope, complexity or character of the services to be performed; or
- ii. Conditions under which the work is required to be performed.

If the selected Consultant believes that a change of work and a fee adjustment are required, Consultant shall advise City at the earliest possible opportunity and shall obtain City's concurrence on the need for changed work and estimated cost there of. No changed work shall be done without City's prior concurrence in writing. Consultant shall document work for which costs are claimed. Any additional cost incurred by Consultant due to Consultants' own errors or omissions shall be borne by Consultant.

Contract Award

The contract, if awarded, will include as many of the tasks stated in the RFP as can be immediately budgeted. The City may negotiate with the Consultant to extend the contract to include additional tasks. These negotiations will be based on the Consultant's proposal as applicable.

EXHIBIT 1

PROJECT LOCATION



Downtown.pdf

The electronic version of the downtown area map is a .pdf file that requires Adobe Acrobat reader to open. To request a hardcopy, contact Troy Brown, Assistant to the City Manager at (909) 826-5163.

EXHIBIT 2

SAMPLE AGREEMENT

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

[Name of Consultant/Company]

[Title of Agreement]

THIS AGREEMENT is made and entered into this _____ day of _____, 2004, by and between the City of Riverside, a municipal corporation, hereinafter referred to as “City,” and [Name of Company], hereinafter referred to as “Consultant”, with respect to the following facts:

RECITALS:

WHEREAS, City requires the services of a consultant that is experienced in [Fill in description]; and

WHEREAS, Consultant has the necessary experience in providing professional consulting services and advice on various issues [Fill in description]; and

WHEREAS, selection of Consultant is expected to achieve the desired results in an expedited fashion; and

WHEREAS, Consultant has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, City and Consultant agree as follows:

1. Retention of Consultant. City retains Consultant to perform, and Consultant agrees to render, those services (hereinafter “the services”) defined in Exhibit “A,” attached hereto and incorporated herein by this reference in accordance with the terms and conditions set forth herein.

2. 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.

3. Term. The term of this Agreement shall become effective on the date first written above, and shall remain in effect until _____, unless earlier terminated pursuant to the provisions stated herein.

4. 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 “B” 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.

5. Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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

7. Compensation – Payment. In consideration for the performance of the services, City shall pay Consultant in accordance with the terms and conditions set forth in the attached Exhibit “C,” for a total not to exceed [\$ amount].

8. Independent Contractor. Consultant shall at all times during its performance of the services retain its status as independent contractor. Consultant’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 them or Consultant.

9. Indemnification. Except as to the sole negligence, or willful misconduct of City, Consultant 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 Consultant or any of the Consultant’s employees, agents or subconsultants and from all claims by Consultant’s employees, agents and subconsultants compensated for services

rendered to Consultant 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 Consultant or Consultant's employees, agents or subconsultants.

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.

10. 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 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 or self-insurance evidencing 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 the City shall provide that City shall be given ten (10) days prior written notice before modification or cancellation thereof.

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

11. Insurance. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, such commercial general 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.

All liability insurance shall be issued by insurance companies authorized to transact liability insurance business in the State of California with a policy holder's rating of B+ or higher and a Financial Class VII or larger.

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

Consultant's automobile liability shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per-occurrence limit, unless otherwise approved by the City's Risk Manager or his designee.

These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 9 hereof.

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

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

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.

City, its agents and employees make no representation that the limits of the 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. Errors and Omissions. 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. This minimum amount of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 9 thereof.

Consultant's errors and omissions carrier shall be authorized to transact insurance business in the State of California with a policy holder's rating of B+ or higher and a Financial Class VII or larger.

13. Business Tax. Consultant understands that its performance of the services will constitute doing business in the City of Riverside, and it shall, therefore, register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code.

14. 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.

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

16. City's Right to Employ Other Consultants. City reserves the right to employ other consultants in connections with the project.

17. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, description, 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 the Contract Administrator. Nothing furnished to Consultant that 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 or other similar medium without the prior written consent of the City.

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

19. Solicitation. Consultant represents and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

20. 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 responsible for the compliance of Consultant's services with all applicable laws, ordinances and regulations.

21. Amendments. This Agreement may be amended or supplemented only by written documents signed by both parties.

22. Termination. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party.

In the event of a substantial failure of performance by Consultant, City may terminate this Agreement upon a ten (10) day written notice to Consultant. The ten-day notice period shall be used by both parties in an attempt to negotiate resolution of disputes and remedy any breach.

This Agreement may be terminated by City at any time upon written notice to Consultant if City decides to abandon or indefinitely postpone the project.

In the event of termination, City shall determine and pay to Consultant as full payment for all work performed and all expenses incurred hereunder the amount which bears the same ratio to the maximum fee otherwise payable under this Agreement as the ratio which the work actually rendered bears to the totality of the services which would have been rendered had the Agreement been fully performed. 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 delivery to City.

23. 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 upon City's compensation of Consultant for its services as herein provided. Consultant shall not release to others information furnished by City without prior approval of the Contract Administrator.

24. 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.

25. Notices. Service of any notices, bill, invoice 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

Consultant

Director of

26. Successors and Assigns. It is mutually understood and agreed that this Agreement shall be binding upon City and Consultant and their respective successors and assigns. Neither this Agreement or any part hereof nor any monies due or to become due hereunder may be assigned by Consultant without the prior written consent of the Contract Administrator.

27. 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 or sexual orientation, in the selection and retention of employees and subconsultants 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.

28. 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 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 or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

29. 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, capacity and actual authority to bind Consultant to the terms and conditions hereof and thereof.

30. 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 City and Consultant have caused this Agreement to be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a
municipal corporation

*CONSULTANT, a [indicate form of
entity, i.e. corporation, etc.]

By: _____
City Manager

By: _____

[Printed Name]

Attest: _____
City Clerk

[Title]

By: _____

[Printed Name]

[Title]

APPROVED AS TO FORM:

*CERTIFIED AS TO FUND AVAILABILITY

By: _____
City Attorney

By: _____
Finance Director

*Not necessary if City Council approval is required.

AGR/WORD . AGR

01/08/04

