

REQUEST FOR PROPOSAL

RFP #1187

**Architectural Design Services for
3750 Main Street**

For

The Redevelopment Agency of the City of Riverside

Issued: April 8, 2010

Proposal Due: April 30, 2010



Issued by:

Joel Belding
Project Manager
CITY OF RIVERSIDE
3900 Main Street, 5th Floor
Riverside, CA 92522
jbelding@riversideca.gov
(951) 826-5852

Request for Proposals
Table of Contents

Section	Page
PART I – INTRODUCTION.....	3
PART II – SCOPE OF WORK.....	3
PART III – PROPOSAL CONTENT.....	3
PART IV – SELECTION AND EVALUATION.....	5
PART V – SUBMITTAL, INSTRUCTIONS AND MISCELLANEOUS.....	7
SITE MAP.....	Exhibit A
DOWNTOWN SPECIFIC PLAN.....	Exhibit B
PROFESSIONAL CONSULTANT SERVICES AGREEMENT.....	Exhibit C

PART I - INTRODUCTION

The Redevelopment Agency of the City of Riverside (Agency) is seeking proposals from qualified architectural firms to prepare site plans and architectural renderings for a planned three- to five-story building, with heights ranging from 50 to 80 feet, totaling approximately 140,000 square foot of ground floor retail along both the Main Street and University Avenue street frontages and office uses in the balance of the building on an approximately 35,000 square foot site. A maximum of four levels of underground parking are planned, with access to the garage taken from the adjacent public alley to the rear of the site. The site is currently occupied by a 7,000-square-foot, single-story retail building and a 26,000-square-foot, two-story historic building. One of the design schemes discussed below will include the preservation of the historic façade and its incorporation into the new development (see Exhibit “A”).

The planned architectural style will include contemporary references to Spanish Colonial Revival and Mission Revival styles for all new construction. At a minimum the building will be designed to LEED Certifiable standards and all designs shall comply with the development standards and design guidelines of the Downtown Specific Plan, relevant portions of which are attached. For reference purposes, the project is located within the Raincross District of the Specific Plan and also within the Mission Inn Historic District. The anticipated development budget is approximately \$40 Million.

PART II - SCOPE OF WORK

The selected firm will prepare, in consultation with the Agency, a site plan, schematic floor plans and detailed building elevations for the planned building as detailed above.

Deliverables will include:

- 1: Design level drawings for three design schemes for the proposed complete redevelopment of the site provided in pdf format and 5 full sized sets of drawings
- 2: Final design drawings for the preferred design provided in pdf format and 15 full sized sets of drawings

PART III - PROPOSAL CONTENT

Cover Letter

The cover letter shall: 1) confirm that all elements of this RFP have been reviewed and understood, 2) include a statement of intent to perform the services as outlined, 3) express Consultant’s willingness to enter into an Agreement under the terms and conditions prescribed in this RFP and in the sample Professional Consultant Services Agreement (Agreement - Exhibit C), 4) include a brief summary of the Consultant’s qualifications, 5) identify a single person for possible contact during the proposal review process, 6) include a summary of the total contract price for the desired services, and 7) include a summary of the schedule, with completion dates for project milestones. The cover letter shall be limited to three (3) pages.

Schematic Drawings

The proposal shall include an axonometric schematic drawing showing the Consultant's initial approach to the design and style of the two street frontages of the building.

Statement of Understanding and Approach

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

Company Information

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

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

Provide a statement of qualifications and resume of all personnel that will be performing services for Consultant. Statement must include:

- Name and title
- Description of education
- General experience, including total years in specialty experience
- Years of employment in field and with Consultant
- Specialized education and training related to specialty area
- Any prior public agency experience
- Any certifications, professional designations, or other information that will assist in evaluating qualifications

Qualifications and Experience

The Consultant shall provide a detailed list of services previously performed for the Agency, if any.

The Consultant shall provide a detailed list of similar projects worked on for other clients, including project description, services provided, length and outcome of project.

The Consultant shall provide at least three (3) references, within the past three (3) years, of clients for whom services have been performed. The references shall include names, addresses, and telephone numbers of the clients for whom prior work was performed and include an explanation of the services provided.

Scope of Work

Provide an outline expressing the Consultant's understanding of the request and summarizing the basic approach to provide these services.

Schedule

Provide a detailed project schedule, with an anticipated start date of May 31, 2010.

Estimate of Consultant Fee

The proposal shall include a full description of all fees proposed by the Consultant for performing all the services to be provided as outlined in the Scope of Work. Compensation will be based on successful completion of the deliverables and the fee schedule must reflect costs to complete each component. **The Agency does not contract on a time and materials basis for initial listed deliverables/milestones.**

The estimated Consultant fee may not be a factor in the Agency's process of evaluating proposals and ranking the consulting firms. Selection of Consultant(s) shall be on the basis of demonstrated competence and qualifications to render the services at fair prices in accordance with Section 4526 of the California Government Code.

PART IV - SELECTION AND EVALUATION

Proposal Selection

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

Proposal Evaluation Criteria

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

The following criteria shall be used in evaluation of the Consultant's offer of services:

- a. Experience in providing these analysis and design services on similar projects,
- b. Consultant's experience in conducting assignments of similar scope,
- c. Methodology to be employed in conducting these services,
- d. Consultant's support organization, accessibility and quality assurance methods for optimizing staff utilization,
- e. Conciseness and clarity in understanding the Agency's needs and defining a work plan, procedures, training, education, initiative, and responsiveness for satisfying those needs,
- f. Price, and
- g. Schedule compatibility with the Agency's needs.

The Agency may request interviews with firms as a part of the assessment of qualifications.

Evaluation Process and Criteria

The proposal will be evaluated by Agency staff. Each proposal will be evaluated using the following criteria:

Consultant Qualifications and Initial Schematic Design	50%
Fees	25%
Remaining Proposal Content	<u>25%</u>
Total Possible:	100%

The selected Consultant(s) may be asked to participate in an oral interview to discuss in greater detail the content of their proposal.

The selected Consultant will be provided a Professional Consultant Services Agreement for execution upon verification of any applicable insurance and license requirements.

Contract Terms

a. Contractual terms applicable to Consultant and any and all subcontractor(s) will include but are not limited to the following:

- Not-to-exceed price for these services.
- Business Tax Registration and City Business License requirements.
- Liability insurance requirements.
- Errors and Omissions liability insurance requirements.
- Workers Compensation insurance requirements.
- Scope of Work.
- Schedule of Fees.
- Identification of personnel, contractors and subcontractors.
- No substitution of key personnel without prior written approval by the Agency.

b. Compensation: Compensation will be in accordance with the price negotiated with the selected Consultant. The Agency’s payment process is through an electronic transfer process. Consultants must be set up for this payment process in order to be compensated for materials and or services.

c. Contract Award: The contract, if awarded, will include the Scope of Work and a not-to-exceed contract price as negotiated with the selected Consultant.

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

PART V – SUBMITTAL, INSTRUCTIONS AND MISCELLANEOUS

Inquiries

All requests for clarifications or interpretations of the Scope of Work or Terms and Conditions set forth in this RFP should be submitted in writing and emailed to: Joel Belding, Project Manager, jbelding@riversideca.gov.

All questions and requests for clarifications or interpretations must be received in writing on or before April 22, 2010 before 4:30 p.m.

Submittal Date and Time

All proposals are due at the office of the Agency no later than **April 30, 2010 before 12:00 p.m.** This time and date is fixed and extensions will not be granted. All proposals received after the deadline shown will be rejected and returned.

Submittal

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

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

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

Proposal must be mailed to:

Purchasing Services Manager
City of Riverside
Purchasing Department
3900 Main Street, 6th Floor
Riverside, CA 92522

Subject: RFP for Architectural Design Service for 3750 Main Street

Proposals received at any place other than listed above will not be considered.

Late proposals will not be accepted.

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

Public Records

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

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

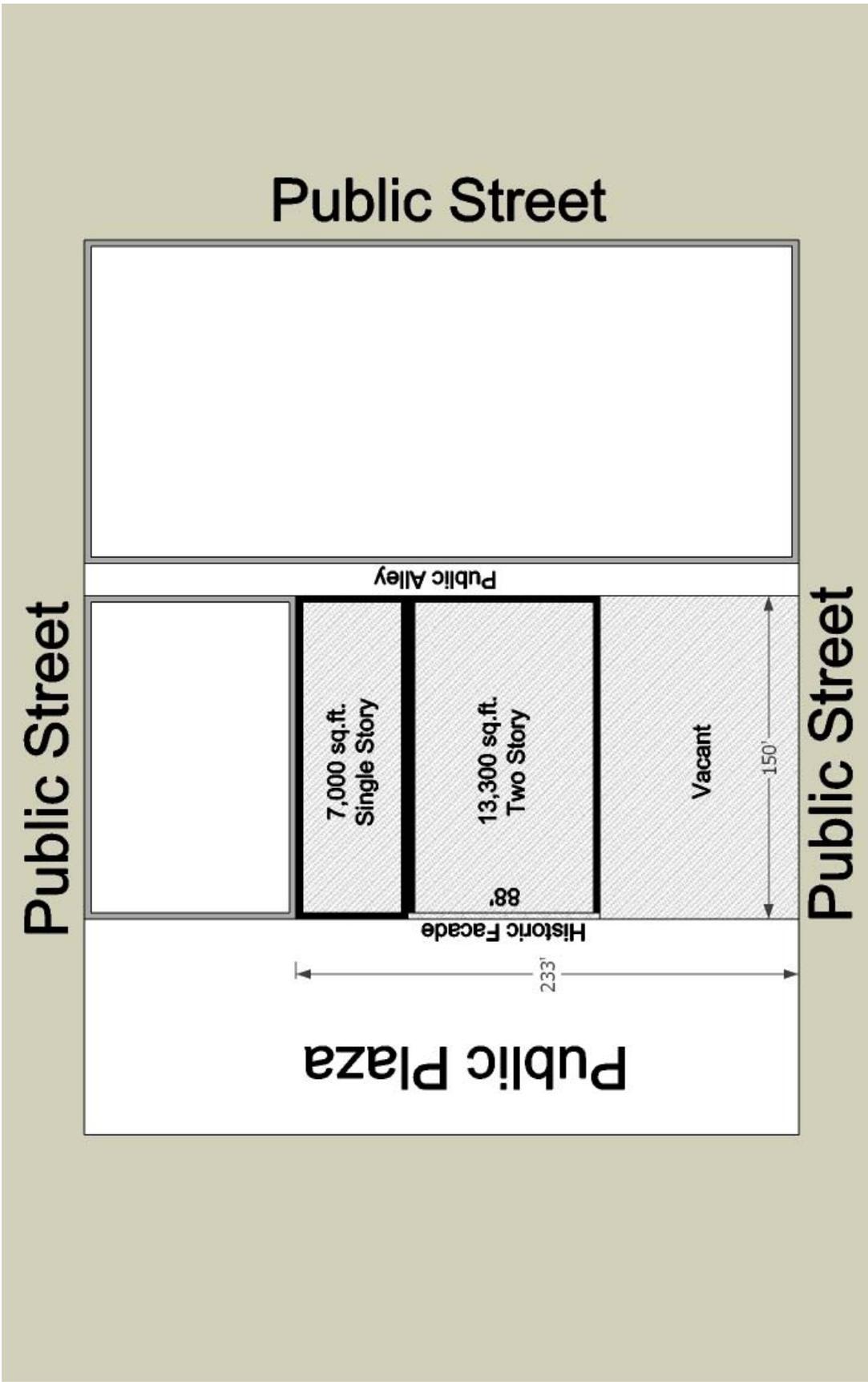
Note that under California law, price proposal to a public agency is not a trade secret.

Exhibits

Site Map - Exhibit A

Downtown Specific Plan - Exhibit B

Sample Agreement for Professional Consultant Services - Exhibit C



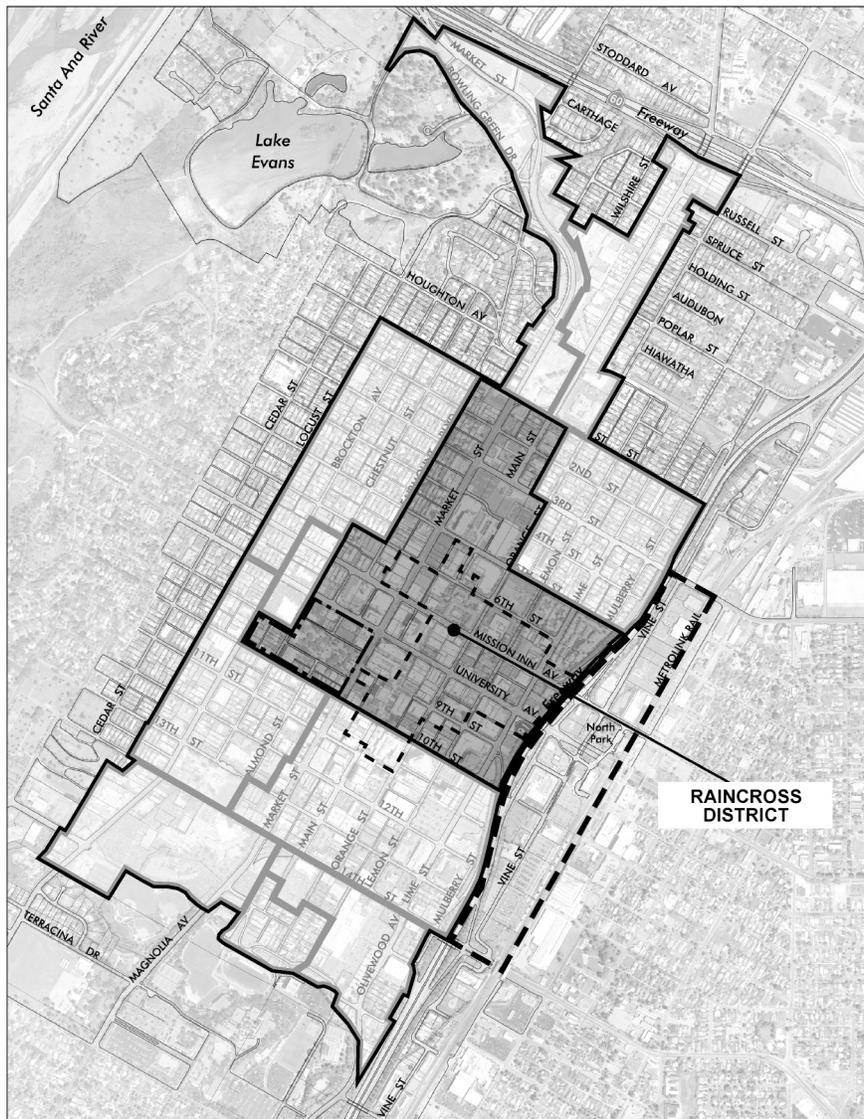
Site Plan - Exhibit "A"

CHAPTER 6

RAINCROSS DISTRICT

This Chapter defines the land uses, development standards and design standards and guidelines for the Raincross District. This Chapter is organized as follows:

- 6.1 Purpose
- 6.2 Permitted Uses
- 6.3 Conditionally Permitted Uses
- 6.4 Prohibited Uses
- 6.5 Development Standards for the Raincross District
- 6.6 Design Standards and Guidelines for the Raincross District
- 6.7 Additional Standards for Live/Work Units in the Raincross District
- 6.8 Additional Standards for Mixed-Use Development in the Raincross District
- 6.9 Additional Standards for Multiple Family Residential Development in the Raincross District



6.1 PURPOSE

The Raincross District is the cultural, historic, and social center of both Riverside and the region beyond. The quality of Downtown Riverside's historic buildings and the relationship between these buildings creates an historic urban fabric unparalleled in the region. The positive image and economic health of Riverside is strongly influenced by this historic character and the protection of that is an essential part of assuring Riverside's economic health and growth into the future. The intent of this specific plan is to create and encourage opportunities for a variety of commercial, residential and entertainment uses, including retail, office, cultural, residential, and visitor serving uses. The Raincross District encourages a concentration of uses that generate activity during both daytime and evening hours. The permitted retail uses in this District are intended to serve the specialty shopping needs of Downtown residents and employees, as well as citywide residents, regional shoppers, and tourists. The Raincross District encourages these uses to occur as both single use buildings and as mixed-use buildings.

The Raincross District is divided into two sub-areas. The center of the District is occupied by the Mission Inn Historic District, which contains Riverside's most important historic buildings. In this sub-area the development standards have been carefully crafted to maintain a scale of development that is compatible with the well-established historic fabric of the district. Outside of the Mission Inn Historic District, the development standards of the District allow greater intensity, while still assuring compatibility of the adjacent historic district and historic residential areas beyond. The development standards for the Raincross District are designed to create a place of daytime, evening and weekend activity by providing a high activity pedestrian environment with a storefront emphasis at the street level. Within the Raincross District, there are numerous local and national historic landmarks that define the district's character, including the Mission Inn, Fox Theater, Stalder Building, Municipal Museum, Unitarian Church, Congregational Church, Municipal Auditorium, Post Office, Loring Building, and Art Museum. Preservation of such structures, along with careful and compatible design of new development is important in maintaining the District's character and unique sense of identity.

The area between Market Street, Fairmount Boulevard, First Street, and Sixth Street is an area of mixed single family, multiple family, vacant property, and commercial uses. Some of the structures in this area have been identified as having historic significance (Downtown Specific Plan/Mile Square West Survey Project). The transition of uses in this area is, therefore, of particular concern. In accordance with Title 20 of the Municipal Code, any development within this area must give careful attention to the preservation of these historic resources, either by retention on site or by relocation to an appropriate area.

6.2 PERMITTED USES

The following uses are permitted in the Raincross District within 165 feet of Fairmount Boulevard between First and Sixth Streets:

- a) Home occupations pursuant to the standards established in the Zoning Code.
- b) Live/work units pursuant to the standards set forth in Section 6.7 of this Chapter.

-
- c) Mixed-use developments consisting of office and residential uses only and pursuant to the standards set forth in 6.8 of this Chapter.
 - d) Multiple-family residential projects having frontage on Main Street (between Third and Tenth Streets) Mission Inn Avenue, or University Avenue are permitted above the first floor only.
 - e) Offices, including but not limited to administrative, general, government and professional.

The following uses are permitted in the remainder of the Raincross District:

- a) Art galleries.
- b) Banking establishments.
- c) Business supply retail uses such as, but not limited to, office supplies, equipment rental and repair, photocopy shops, etc.
- d) Catering businesses.
- e) Education facilities, including vocational schools, with 30,000 square feet or less of floor area.
- f) Exercise facilities.
- g) Home occupations pursuant to the standards established in the Zoning Code.
- h) Libraries.
- i) Live/work units pursuant to the standards set forth in Section 6.7 of this Chapter.
- j) Medical and dental offices and laboratories.
- k) Mixed-use development pursuant to the standards set forth in 6.8 of this Chapter.
- l) Multiple-family residential dwellings pursuant to the standards set forth in Section 6.9 of this Chapter. Multiple-family residential projects having frontage on Main Street, Mission Inn Avenue, or University Avenue are permitted above the first floor only.
- m) Museums.
- n) Offices, including but not limited to administrative, general, government and professional, except on Main Street where they may only be located off-street or behind retail or restaurant uses.
- o) Parks and open spaces.
- p) Personal service establishments, such as, but not limited to, barber or beauty shops, tailors, shoe repair, etc.
- q) Pharmacies.
- r) Restaurants, including outdoor dining, pursuant to the standards established in the Zoning Code for outdoor dining.
- s) Specialty retail uses, such as, but not limited to, clothing and jewelry stores, gift shops, novelties, etc.
- t) Temporary uses, pursuant to the standards established in the Zoning Code and consistent with the purposes of this District.
- u) Wireless communication facilities, pursuant to the Zoning Code.
- v) Accessory uses, incidental and subordinate to the principal permitted use.
- w) Other uses, not listed above, which are determined by the Planning Director to be similar to those listed above.

6.3 CONDITIONALLY PERMITTED USES

The following uses are permitted with a Minor Conditional Use Permit in the Raincross District within 165 feet of Fairmount Boulevard between First and Sixth Streets:

- a) Bed and breakfast inns.
- b) Minor expansions to nonconforming uses with a previously approved Conditional Use Permit.
- c) Vapor recovery systems, pursuant to the Zoning Code.
- d) Wireless communication facilities, pursuant to the Zoning Code.

The following uses are permitted in the remainder of the Raincross District with a Minor Conditional Use Permit:

- a) Arcades.
- b) Bed and breakfast inns.
- c) Entertainment establishments as defined in the Zoning Code.
- d) Farmer's market.
- e) Florist with incidental wine sales.
- f) Indoor multi-tenant sales with 25,000 square feet or less.
- g) Minor expansions to nonconforming uses with a previously approved Conditional Use Permit.
- h) On-sale of alcoholic beverages (drinking establishments such as bars, nightclubs, pubs or taverns, whose primary business is the sale of alcohol), pursuant to the standards established in the Zoning Code.
- i) Outdoor food preparation.
- j) Pool hall.
- k) Vapor recovery systems, pursuant to the Zoning Code.
- l) Wireless communication facilities, pursuant to the Zoning Code.

The following uses are permitted with a Conditional Use Permit in the Raincross District within 165 feet of Fairmount Boulevard between First and Sixth Streets:

- a) Commercial coach as a temporary office.
- b) Expansion of nonconforming uses.
- c) Parking structures and facilities with ground floor office, residential, or live/work uses.
- d) Wireless communication facilities, pursuant to the Zoning Code.

The following uses are permitted in the remainder of the Raincross District with a Conditional Use Permit:

- a) Auditorium.
- b) Child day care centers.
- c) Cinemas.
- d) Commercial coach as a temporary office.
- e) Clubs and lodges.

-
- f) Convention and conference facilities.
 - g) Department stores.
 - h) Educational facilities, including vocational schools, with 30,000 square feet or more of floor area.
 - i) Expansion of nonconforming uses.
 - j) Hotels.
 - k) Indoor multi-tenant sales with more than 25,000 square feet.
 - l) Liquor stores, pursuant to the standards established in the Zoning Code.
 - m) Off-sale of alcoholic beverages (liquor stores, markets, etc.), pursuant to the standards established in the Zoning Code.
 - n) Parking structures and facilities with ground floor retail and/or office uses.
 - o) Performing arts facilities.
 - p) Places of worship.
 - q) Public uses not permitted as a matter of right.
 - r) Public utilities or installations.
 - s) Recreational facilities.
 - t) Transit center.
 - u) Wedding chapels.
 - v) Wireless communication facilities, pursuant to the Zoning Code.

6.4 PROHIBITED USES

The following uses are prohibited in the Raincross District:

- a) Car wash.
- b) Drive-thru establishments.
- c) Motels.
- d) Service stations (gas stations and minor repairs).
- e) Vehicle repair.
- f) Vehicle sales and vehicle parts sales.
- g) Any use not specifically authorized.

6.5 DEVELOPMENT STANDARDS FOR THE RAINCROSS DISTRICT

All property in the Raincross District shall be developed in accordance with the following standards. To ensure compatible development with the historic buildings in the Mission Inn Historic District, the maximum allowable height and maximum allowable density in this area is lower than for development in the remainder of the Raincross District. In addition, to protect the adjacent historic residential neighborhood, no vehicular access from or widening of Fairmount Boulevard between First and Sixth Streets should be permitted.

6.5.1 Maximum Floor Area Ratio

The maximum floor area ratio in the Raincross District, outside of the Mission Inn Historic District, shall be 3.5, except for the following:

- (1) Additional floor area ratio may be permitted for certain site amenity features listed in the following table. All amenities are cumulative, except that in no case shall the floor area ratio exceed 4.5 for parcels outside the Mission Inn Historic District.

Amenity	Bonus
<p>Landscaped Courtyard. A continuous area with direct access to a public street or mall, which is open and unobstructed from the ground level to the sky, is accessible to the public, has a minimum area of 600 square feet with a minimum dimension of 20 feet and not more than 3 feet above the level of the street it adjoins. Such courtyard shall be landscaped with greenery, statuary, water, or combination of the three.</p>	<p>Floor area increased four times the square footage contained within the courtyard.</p>
<p>Arcade or Pergola. A pedestrian passageway that connects: (1) two public streets or (2) a public street and parking area or mall or (3) a public street and another arcade or pergola. The arcade or pergola shall be unobstructed, have a minimum width of 15 feet and a minimum vertical distance of 12 feet and shall be situated at street grade. Where an arcade or pergola is located within the public right-of-way, the minimum width may be reduced to conform with the width of the right-of-way.</p>	<p>Floor area increased three times the square footage contained within the arcade or pergola.</p>

The maximum floor area ratio for parcels within the Mission Inn Historic District shall be 3.0, except for the following:

- (1) Additional floor area ratio may be permitted for certain site amenity features set forth in the above table. All amenities are cumulative, except that in no case shall the floor area ratio exceed 4.0.
- (2) In addition to the above amenity provision, floor area ratio within the Mission Inn Historic District may be increased up to 4.5 with the approval of a Conditional Use Permit, provided the proposed use specifically supports the purpose and intent of the Raincross District and is compatible with surrounding development and design.

6.5.2 Maximum Unit Density

The maximum dwelling unit density shall be 60 units per acre. The maximum unit density may be increased with the approval of a Conditional Use Permit.

6.5.3 Maximum Height

The maximum building height in the Raincross District, outside the Mission Inn Historic District, shall be 100 feet, except for the following:

- (1) The maximum building height shall not exceed 50 feet within 100 feet of the Residential District or a residential zone outside the specific plan boundaries. For purposes of this requirement, where the district boundary line runs down the middle of a street or alley or the residentially zoned property is across a street or alley, the 100 feet shall be completely contained on the property proposed for development, not measured from the middle of the street.

The maximum building height in the Raincross District, within the Mission Inn Historic District, shall be 100 feet, provided that anything over 60 feet requires the approval of a Conditional Use Permit and must specifically support the purpose and intent of the Raincross District and be compatible with surrounding development and design.

6.5.4 Minimum Lot Size

The minimum lot size for new parcels shall be 10,000 square feet.

6.5.5 Front Yard Setback

There shall be no front yard setback; buildings shall be contiguous with the front parcel line (0-foot setback). The front yard setback shall also apply to side and rear yards adjacent to a public street. The following exceptions apply to front yard setbacks:

- (1) A portion of the front building elevation, not to exceed fifty percent of the length of the building frontage, may be setback up to 20 feet to allow for outdoor use, such as outdoor dining, display, public art, entry forecourts, or other amenity appropriate to an urban setback.
- (2) For parcels that have frontage on Mission Inn Avenue between the 91 Freeway and Main Street, the minimum setback shall be 15 feet. The front yard setback should incorporate a combination of “soft” features, such as landscaping, water, etc. and “hard” features, such as pavers, ironwork fencing, etc. No parking is permitted in the front yard setback.
- (3) Parcels with frontage on Fairmount Boulevard between First and Sixth Streets, shall have a minimum setback along Fairmount Boulevard of 15 feet. This setback should incorporate a combination of “soft” features, such as landscaping, water, etc. and “hard” features, such as pavers, ironwork fencing, etc. No parking is permitted in this setback.

6.5.6 Rear Yard Setback

No minimum rear yard setback is required, except for the following:

- (1) Where the rear parcel line abuts the Residential District or a residential zone outside the specific plan boundaries, the minimum rear yard setback shall be 15 feet if there is a public alley (distance from building to rear property line or alley easement), and 25 feet where there is no public alley.
- (2) When the project contains a residential component (i.e., multiple family residential use, mixed-use or live/work unit), the building shall be setback a minimum of 15 feet from the rear parcel line. This standard shall not apply to adaptive reuse, or conversion of existing buildings into a residential use.
- (3) Where both of the above situations apply, the greater setback standard shall apply.

6.5.7 Interior Side Yard Setback

No minimum interior side yard setback is required, except for the following:

- (1) When the project contains a residential component (i.e., multiple family residential use, mixed-use or live/work unit), the portion of the building containing the residential use shall be setback a minimum of 15 feet from the interior side parcel line. This standard shall not apply to adaptive reuse, or conversion of existing buildings into a residential use.

6.5.8 Master Plan for the Riverside School for the Arts

The proposed Riverside School for the Arts shall be developed as part of a Master Plan approved by the City Council and shall be subject to the development standards and requirements therein.

6.5.9 Multiple-family Residential Projects fronting Main Street, Mission Inn Avenue and University Avenue

Multiple-family residential projects in the Raincross District that have frontage on Main Street

(between Third and Tenth Streets), University Avenue or Mission Inn Avenue must be located

above the ground floor or in ground floor rear areas of buildings and shall be combined with a ground floor pedestrian-oriented retail or restaurant use, as permitted in this District, to create an active retail edge on these streets. Such projects are subject to standards set forth in Section 6.8 for mixed-use development.

6.5.10 Parking

Refer to Chapter 16 for off-street parking requirements and standards.

6.6 DESIGN STANDARDS AND GUIDELINES FOR THE RAINCROSS DISTRICT

6.6.1 District Character Defining Statement

The Raincross District is the cultural, entertainment, and retail center of Riverside and the region beyond. Its significant, signature buildings include the Fox Theater, Stalder Building, Mission Inn, Municipal Museum, Unitarian Church, Congregational Church, Municipal Auditorium, Post Office, Loring Building, and Art Museum. Historic and cultural resource sensitivity are the key concepts in this district. Buildings that contribute to the historic character of this district should be preserved or restored to an authentic historic design. New construction should be in scale and architecturally harmonious with nearby historic buildings. The above listed signature buildings should be used for inspiration regarding design, form, detailing and site layout.

The design standards and guidelines for the Raincross District are intended to enhance both these signature buildings and their setting which together contribute to the character of a cohesive downtown. In addition, the design standards and guidelines for the Raincross District are intended to create a vibrant, pedestrian friendly downtown by encouraging pedestrian orientation to the storefronts, human scaled spaces, and pedestrian amenities.



Fox Theater, 3801 Mission Inn Avenue



Loring Building, 3673 Main Street



Municipal Museum, 3720 Orange Street



Mission Inn, 3645 Mission Inn Avenue

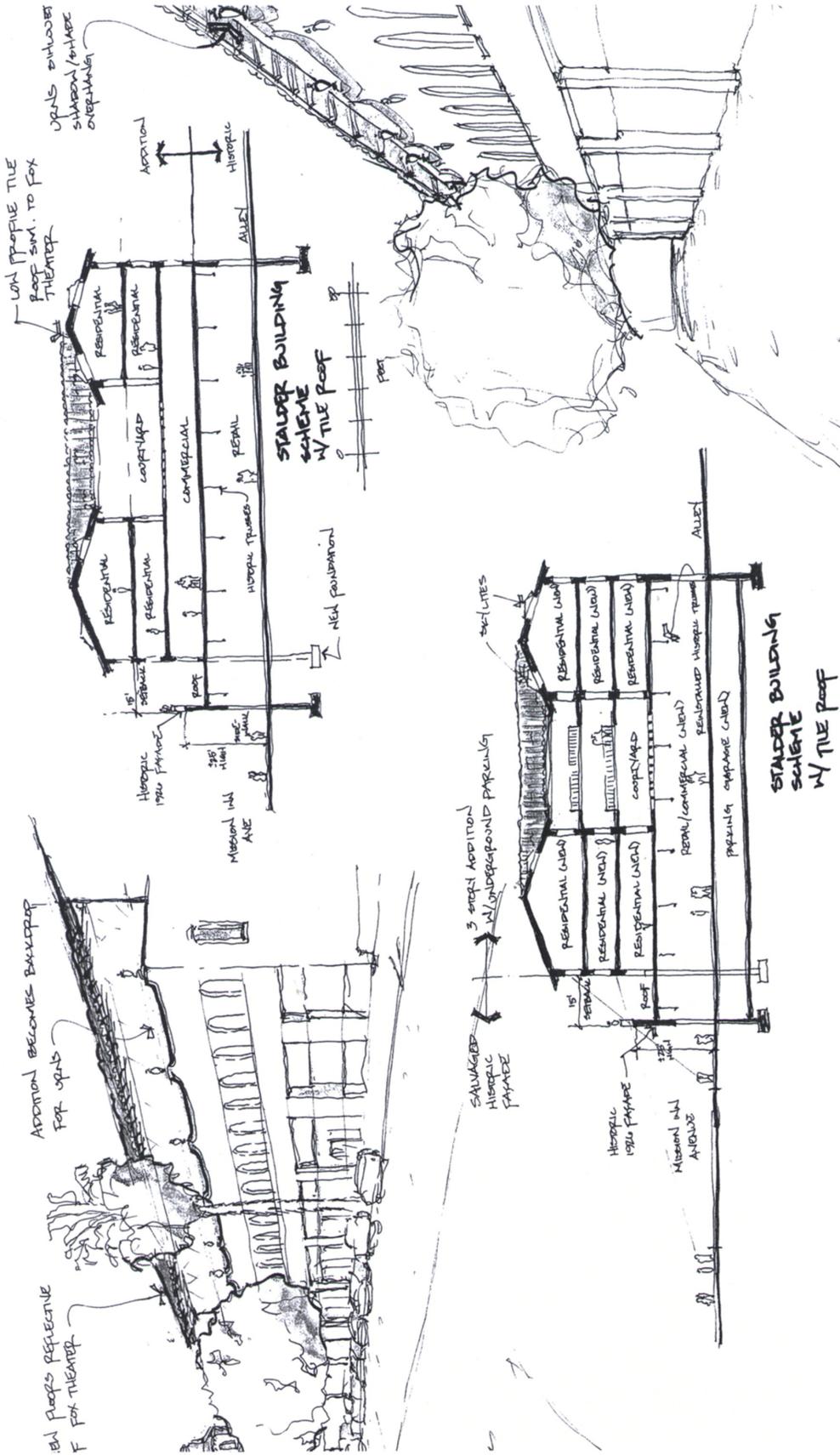


A good example of a preservation sensitive approach to fulfilling the needs for office and commercial lease space in the District’s Mission Inn Historic District can be found in the Stalder Building and Imperial Hardware Building Historic Resources Survey, by architect Wayne Donaldson, completed in January 2001. Mr. Donaldson was hired by the City to investigate development opportunities on the sites currently occupied by the Stalder Building (situated on the east corner of Mission Inn Avenue and Market Street) and the Imperial Hardware Building (situated on the east side of the Downtown Mall, between Mission Inn and University Avenues). A developer interested in creating a “Lifestyle Center” in this area suggested these buildings be removed and replaced with new structures.

The Donaldson report investigates the historic significance of the buildings, their structural integrity, and the potential for a variety of development options. The report demonstrates the pros and cons of everything from full preservation to adaptive reuse options that would preserve various significant historic aspects of the buildings. It also documents the presence of historic structural members hidden inside the Stalder Building and an intact Art Deco façade covered by a 1960’s era metal false front on the Imperial Hardware Building. The report shows how both the Stalder and the Imperial Hardware Buildings could be put to greater economic use with additions that would allow the original historic fabric of the buildings to be preserved and restored. These ideas allow both sites to be developed to the maximum floor area ration (FAR) permitted by the Specific Plan, while preserving the essence of the historic buildings. As development opportunities are explored that affect older buildings in the Raincross District, consideration of various preservation alternatives should be undertaken in the fashion of the Donaldson report.



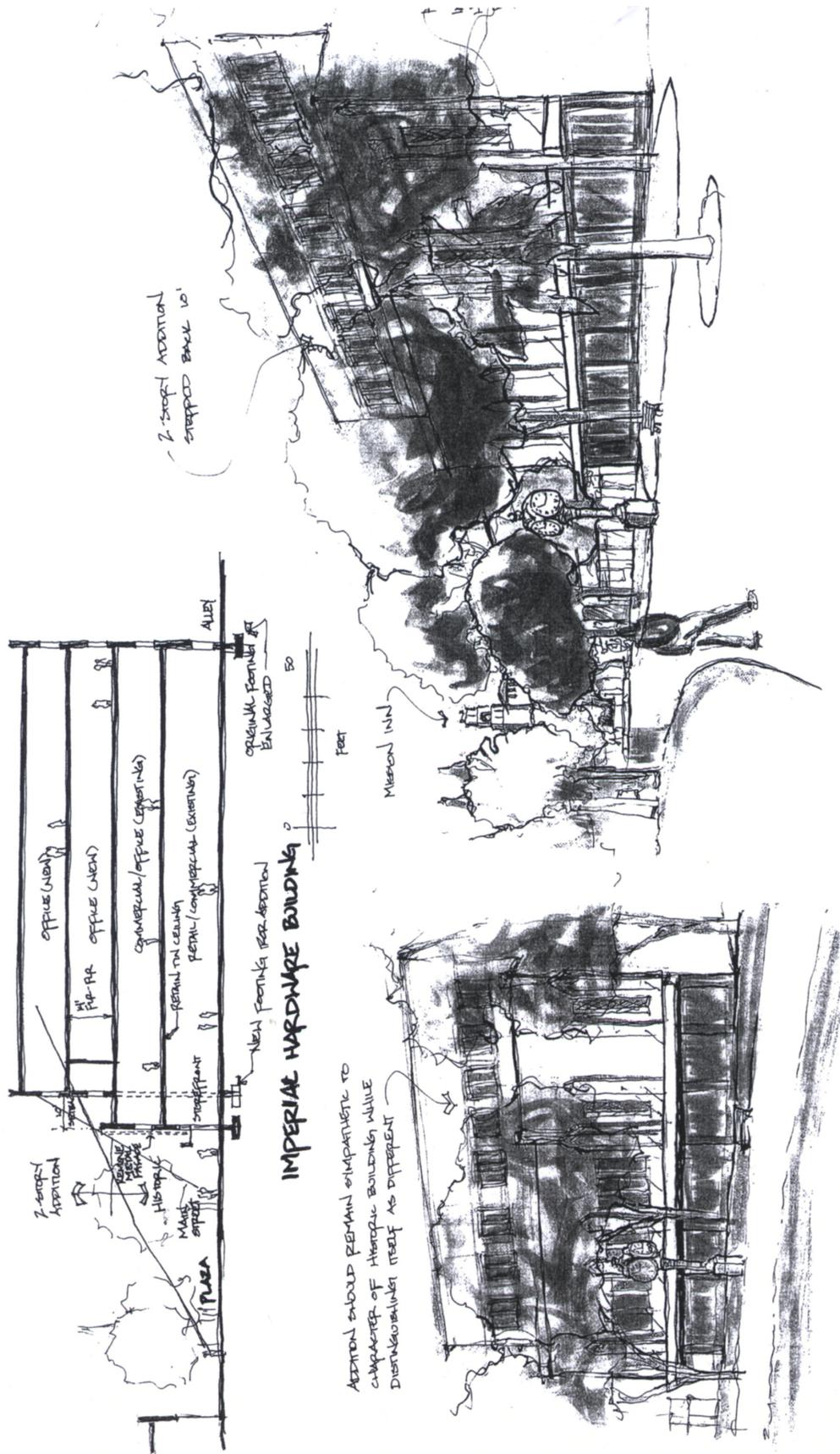
Stalder Building



Stalder Building - Three additional levels with tile roofs
 Source: Stalder Building and Imperial Hardware Building, Historic Resources Survey, Wayne Donaldson, January 25, 2001



*Imperial Hardware - Westbrook's Hardware Store, ca. 1935. Postcard Courtesy of Riverside Municipal Museum
Source: Stalder Building and Imperial Hardware Building, Historic Resources Survey, Wayne Donaldson, January 25, 2001*



Imperial Hardware - Two additional office levels
 Source: Stalder Building and Imperial Hardware Building, Historic Resources Survey, Wayne Donaldson, January 25, 2001

6.6.2 Site Planning

Building Orientation

- (1) Buildings should have a strong street presence, with public entrances and activity areas oriented toward the street.
- (2) There is a pattern of first floors elevated above sidewalk grade along Mission Inn Avenue between the 91 Freeway and Orange Street. This pattern should be maintained. Building entries should be raised up to three feet from the adjoining street level.

Setbacks

- (1) Commercial buildings should generally have a direct interface with public sidewalks with no intervening setback.
- (2) Buildings along Mission Inn Avenue between the 91 Freeway and Orange Street and between Fairmount Boulevard and Chestnut Street should be setback a distance that is compatible with other nearby buildings.
- (3) These setback areas should generally include a combination of “soft” features (landscaping, water, etc.) and “hard” features (pavers, steps, patios, arcades, porches, etc.). For parcels with frontage on Mission Inn Avenue; architectural elements such as stairs or steps, and urban amenities such as benches, water fountains, and public art are encouraged.

Vehicular Access and Parking

- (1) Parking spaces should not have direct frontage on a street. Access points should be limited to existing alleys wherever possible.
- (2) When on-site parking is provided, parking should be consolidated on the site. In no case, should the building be surrounded on all sides with parking.
- (3) No vehicular access to or from Fairmount Boulevard should be permitted between First and Sixth Streets within this District.

Pedestrian Access

- (1) Primary access to buildings should be from the street or pedestrian walkways, not parking areas.
- (2) Walkways should be provided to link parking areas with the street wherever feasible.

Interface between Non-residential and Residential Uses

In several portions of the Specific Plan area, non-residential uses abut residential uses. This condition can specially be observed in the Raincross District, along Fairmount Boulevard between First and Sixth Streets. Issues of privacy, safety, and noise are addressed in these following standards:

- (1) To provide privacy for adjacent residential properties, taller elements of the building should be set away from those properties. In addition, at residential edges, commercial buildings should maintain low profiles and building heights should be stepped down to the height of adjacent residential zones, utilizing architectural elements such as gables or hip roofs to reduce building mass.

-
- (2) When there is no intervening alley or street, appropriate landscape screening shall be provided at the shared property line. Excepting trees, this screening shall not be less than six feet or exceed eight feet in height.
 - (3) Eighty percent of the vertical plane at the property line to a height of six feet shall be opaque.
 - (4) Screening may consist of one (or more) of the following:
 - “Vertical” trees closely spaced
 - “Green” (vine-covered) solid or fenced walls
 - Hedges (minimum height of six feet)
 - (5) The criteria for selecting plant materials, as established in section 15.3.6 shall be followed.
 - (6) Noise or odor generating activities in general, and loading areas, trash and storage areas, and rooftop equipment in particular, should be located as far as possible from adjacent residential uses and shall not be located next to residential properties without fully mitigating their negative effects.
 - (7) Non-residential buildings should be sited so as to avoid significant shading of adjacent residences and compromising residents’ privacy.
 - (8) Windows in non-residential buildings should be oriented to avoid a direct line of sight into adjacent residential buildings or property.
 - (9) Whenever adjacent residential and commercial uses can mutually benefit from connection rather than separation, appropriate connective elements such as walkways, common landscaped areas, building orientation, gates, and/or unfenced property lines should be employed.

Site Furniture

- (1) Pedestrian amenities are encouraged, including benches, landscaped gathering areas, trash receptacles, etc. Design of improvements should be traditional and related to the signature buildings. Particular attention should be paid to creating shade in the Raincross District as well as all the other districts.

Courtyards and Passages

- (1) When placed in an appropriate location, between two elements of a building or buildings, a courtyard can provide a visually relaxing pedestrian environment, or a secluded retreat from noise and traffic. Courtyards play an important role in providing spaces for solace and respite in Downtown. Courtyards and pedestrian passages are encouraged to facilitate pedestrian circulation and to provide resting and gathering places. Courtyards should be prominently placed on the site to be seen from the street and to enhance the public environment. They should be placed to terminate vistas, to anchor street corners and along street edges.
- (2) All courtyards should be provided with amenities such as shade trees, seating areas, water fountains, accent planting, and public art. If space permits, elements such as gazebos, arcades, or pergolas should be incorporated in the courtyard design.
- (3) Design of improvements should be traditional and related to the signature buildings.

6.6.3 Architecture

Style

- (1) Existing buildings should be restored/maintained in a historic style that reflects the actual, historic appearance of the building at its period of historic significance.
- (2) The historic fabric in Downtown Riverside is interspersed with “contextual” buildings - buildings that are not historic but contribute to the district character as one traverses the district. Similarly, new buildings should not necessarily be stylistically “historic”, but should be compatible with their historic neighbors in terms of massing, modulation, height, and setbacks. New buildings should be contemporary interpretations using the signature buildings as a source of design inspiration.

Scale

- (1) Buildings and improvements should be at a pedestrian scale. To maintain a sense of pedestrian scale, larger buildings should be broken into storefront bays about 25 feet wide.
- (2) The size and mass of a new building should blend with the surrounding district.

Detailing

- (1) Detailing of existing buildings should be a restoration or replication of historic detailing during the building’s period of historic significance.

Roof Design

- (1) Roof design should reflect/complement significant buildings in the area.

Colors and Materials

- (1) Muted earthtones and traditional materials should prevail, with brighter colors limited to trim areas. The Mission Inn is a good example of this type of treatment.

6.6.4 Landscaping

Plant Types

- (1) Landscaping should be compatible with historic plantings and consist of types suitable for the climate and the exposure in which they are to be planted.

Scale

- (1) Pedestrian scale plantings should prevail, with larger plantings used as accents.

Relationship to Development

- (1) Plantings should be used to complement and accent the architecture. They should not be of such a scale and density as to obscure or overwhelm the architecture.

Hardscape

- (1) Paved areas should make significant use of traditional concrete scoring and pavers.

6.6.5 Signs

Style

- (1) Signs should be low-key and complementary to the architecture. Eating and entertainment uses may make greater use of color and innovative design. Historic forms and types should predominate.

Scale

- (1) Signing should be an accent; the overall effect should be low key and proportional to the building.

Type

- (1) A variety of forms is acceptable, including painted wood, painted metal, signs painted directly on the building, and traditional neon. Interior illuminated signs, plastic, canister signs, channel letter signs, and other more modern forms of signs are generally not appropriate.

6.6.6 Additional Design Standards and Guidelines

Refer to Chapter 15 for general design standards and guidelines that apply to the entire Downtown Specific Plan area.

6.7 ADDITIONAL STANDARDS FOR LIVE/WORK UNITS IN THE RAINCROSS DISTRICT

6.7.1 Applicability

The provisions of this section apply to live/work units, as defined in Chapter 18: Definitions. These standards are in addition to the development standards set forth in Section 6.5 and the applicable design guidelines. Refer to Chapter 16 for parking standards and Chapter 17 for sign standards. The type of work permitted in a live/work unit shall be consistent with, or similar in nature to, the permitted uses in the Raincross District, as defined in Section 6.2, and home occupations as listed in the Zoning Code.

6.7.2 Purpose

The intent of this section is to provide for and make feasible the reuse of existing commercial or residential structures to accommodate live/work opportunities, as well as provide opportunities for the new development of buildings specifically designed and constructed to provide live/work units. Live/work units may also occupy a portion of a building designed for mixed-use development.

6.7.3 Floor Area Requirements

The minimum floor area of a live/work unit shall be 750 square feet. For live/work units that have frontage on Mission Inn Avenue, Main Street or University Avenue, the first 25 feet of floor area depth at the street-level frontage shall be devoted to pedestrian-oriented commercial retail activity. Live/work units with frontage on public streets in all other areas of the Raincross District, or on the upper levels of a structure shall not be subject to this requirement.

6.7.4 Access to Units

Access to individual units shall be from common access areas, corridors, or hallways.

6.7.5 Internal Layout

All living space within the live/work unit shall be contiguous with and an integral part of the working space, with direct internal access between the two areas.

6.7.6 Street Frontage Treatment

Each live/work quarters fronting Mission Inn Avenue, Main Street or University Avenue shall have a pedestrian-oriented frontage that publicly displays the interior of the nonresidential areas of the structure. Live/work units with frontage on public streets in all other areas of the Raincross District, and on the upper levels of a structure shall not be subject to this requirement.

6.7.7 Occupancy and Employees

At least one of the full-time workers of the live/work unit shall reside in the unit. The residential area shall not be rented separately from the working space. The business activity occupying the live/work unit may utilize employees in addition to residents as necessary.

6.7.8 Retail Sales

Retail space may be integrated with working space.

6.7.9 Business License

A business license shall be obtained in compliance with the Municipal Code for business activities conducted within the live/work unit.

6.8 ADDITIONAL STANDARDS FOR MIXED-USE DEVELOPMENT IN THE RAINCROSS DISTRICT

6.8.1 Applicability

The provisions of this section apply to mixed-use development, as defined in Chapter 18: Definitions, in the Raincross District. These standards are in addition to the development standards set forth in Section 6.5 and the applicable design guidelines. Refer to Chapter 16 for parking standards and Chapter 17 for sign standards.

6.8.2 Purpose

The intent of this section is to strengthen the interaction between residential, commercial and employment uses so as to facilitate a more efficient use of transportation systems, to encourage the conservation of land resources and create a vital urban area that is a place of daytime, evening and weekend activity.

6.8.3 Land Use Requirements for Mixed-use Development

Mixed-use development integrates compatible office or commercial uses with residential uses within the same building or structure. Mixed-use development in the Raincross District should generally promote retail uses at the street level, and shall have the following use requirements:

1. Ground Floor or Street Level

- (a) Retail uses - The ground floor or street level shall be devoted to pedestrian-oriented specialty retail, restaurant, or similar type of use, except within 165 feet of Fairmount Boulevard between First and Sixth Street where retail uses are prohibited.
- (b) Office uses - General and professional office uses shall be allowed on the ground floor, except on Main Street where they may only be located off-street or behind retail or restaurant uses to create an active retail edge.
- (c) Residential or lodging uses - Mixed-use projects that have frontage on Main Street, Mission Inn Avenue, or University Avenue may have residential or lodging uses on the ground floor only when located off-street or behind retail uses. Residential or lodging uses shall be permitted on the ground floor for all other areas of the Raincross District. A common entrance to the residential portion of the mixed-use project may be located adjacent to the non-residential front, ground floor use.
- (d) Live/work uses - Live/work units shall be permitted on the ground floor, subject to the standards for live/work units set forth in Section 6.7. For mixed-use projects that have frontage on Main Street, Mission Inn Avenue or University Avenue, the first 25 feet of floor area depth at the street level frontage shall be devoted to pedestrian-oriented commercial retail activity. Live/work unit on the ground floor of all other mixed-use projects shall not be subject to this requirement.

2. Upper Levels

- (a) The upper levels may contain retail (except within 165 feet of Fairmount Boulevard between First and Sixth Streets where commercial uses are prohibited), office or lodging uses, however, at least one floor of the upper levels must be dedicated to residential or live/work uses.

6.8.4 Lot Area and Width

1. The minimum lot area for any new mixed-use development shall be 10,000 square feet.
2. There shall be no minimum lot area or width requirements for the conversion of existing buildings to mixed-use developments.

6.8.5 Development Density

Pursuant to Section 6.5 of this Chapter, the maximum FAR and maximum unit density may be increased with the approval of a Conditional Use Permit, provided the mixed-use project specifically supports the purpose and intent of the Raincross District and is compatible with surrounding uses. The request for increased development intensity shall be reviewed as part of the Conditional Use Permit application for the mixed-use development project.

6.8.6 Maximum Height

Pursuant to Section 6.5 of this Chapter, the maximum building height may be increased with the approval of a Conditional Use Permit, provided the mixed-use project specifically supports the purpose and intent of the Raincross District and is compatible with surrounding uses. The request for increased building height shall be reviewed as part of the Conditional Use Permit application for the mixed-use development project.

6.8.7 Yard Setbacks

1. The setback requirements set forth in Section 6.5 of this Chapter shall apply to mixed-use development.

6.8.8 Open Space

The following regulations shall determine the amount of required private and common open space:

1. New Projects:

- (a) **Private Usable Open Space:** At least 50% of the dwelling units in a project shall provide private usable open space, as defined in the Zoning Code, of a minimum of 50 square feet. All dwelling units in a project are encouraged to include private usable open space. A rectangle inscribed within each private usable open space shall have no dimension less than five feet. At least one exterior side shall be open above the level of railing or fencing. Balcony/railing enclosures shall not be see-through.

(b) Common Usable Open Space: At least 50 square feet of common usable open space, as defined in the Zoning Code, shall be provided per dwelling unit. Common usable open space may be divided into more than one area, however, each area shall be a minimum of 450 square feet and a rectangle inscribed within each shall have no dimension less than 20 feet. All required common open space shall be suitably improved for its intended purposes and all lawn and landscaped areas shall be provided with a permanent irrigation system to maintain such areas. The common open space may include courtyards, terraces and rooftops.

2. Conversions of existing buildings:

(a) There shall be no minimum open space standards for conversions of existing buildings, however, every effort shall be made to achieve open space in all of the above categories to the extent feasible for the building being converted.

6.8.9 Conditional Use Permit

A Conditional Use Permit shall be required for any mixed-use development project. Application and fee information may be obtained at the Planning Department.

6.9 ADDITIONAL STANDARDS FOR MULTIFAMILY RESIDENTIAL DEVELOPMENT IN THE RAINCROSS DISTRICT

6.9.1 Applicability

The provisions of this section apply to multifamily residential development in the Raincross District.

6.9.2 Purpose

Historically, town centers included a mix of shops, offices, and restaurants at the street level and residences above. This pattern created a rich mix of uses and allowed urban activity to carry on well into the nighttime. In the 20th century, downtowns were increasingly zoned for one activity only, namely business, and were shutdown after six in the evening. In recent years, cities have once again begun to encourage residential uses within their downtowns and thus tap into the potential of increased economic activity by extending the usability of downtown resources into the nighttime. Residential uses are encouraged in the Raincross District both as a part of mixed use and multifamily residential developments.

Any multifamily structure shall conform to the standards and guidelines contained in section 6.5 and 6.6. Additional standards and guidelines are included in this section.



Examples of urban multi-family residential projects

6.9.3 Site Planning

Building Orientation

- (1) Buildings should have a strong street presence, with public entrances oriented towards the street.
- (2) Privacy between units should be maintained by locating balconies, porches, windows, etc., away from similar existing spaces in the adjacent units.

Setbacks

- (1) While no setback is required in all of Raincross District, except on parts of Mission Inn Avenue, the lowermost floor may be recessed to create space for landscape screening in multifamily residential developments.
- (2) On Mission Inn Avenue, the setback area should be used for planting landscape screens to protect the privacy of the ground floor units.

Vehicular Access and Parking

- (1) Parking should be provided on site, located to the rear of the parcel wherever possible, in on-grade or underground structures or landscaped lots. Such parking areas should be fully screened from the street and security controls are permitted. Access should be limited to the minimum number of drives required to serve the required parking spaces. Except for town home projects with attached garages, all multi-family parking should be in efficient, multiple stall configurations.
- (2) If tuck-under parking is provided, the first floor of the residential units shall not occur more than four feet above the finished grade level. Parking may need to be depressed and occur behind the living spaces. Finished grades of the front entrances may be raised by up to four feet to accommodate this arrangement. These parking areas shall not be visible from the street.

Pedestrian Access

- (1) Pedestrian access to the first floor units should be via traditional residential front doors.

Open Space

The following is required for private and common open space for multifamily development:

- (1) Private Usable Open Space: Each dwelling unit shall have a minimum private usable open space as defined in the Zoning Code of 50 square feet. A rectangle inscribed within each private usable open space shall have no dimension less than five feet. At least one exterior side shall be open above the level of railing or fencing. Private open space features include: fenced yard/patio areas, balconies and roof gardens.
- (2) Common Usable Open Space: Inclusive of required setback yards, a minimum of 20 percent of the site area shall be designated and permanently reserved as usable common open space in multiple family developments with greater than 10 dwelling units. All required common open space shall be suitably improved for its intended purposes and all lawn and landscaped areas shall be provided with a permanent irrigation system to maintain such areas. Common open space areas include courtyards, terraces, rooftops, landscaping, picnic/barbecue areas, pools/spas, tennis/sport courts, clubhouse, totlots/playgrounds. Parking areas are not to be included in the calculation of open space.

Site Furniture

- (1) Outdoor pedestrian amenities should be provided in the 'Usable Open Space' areas required as noted in the section above.

Courtyards and Passages

- (1) 'Common Usable Open Space' areas should be provided as noted in the section on Open Space above.

6.9.4 Architecture

Style

- (1) Multiple family housing is unique in the sense that while an individual, private use, it is also a part of the urban fabric. Residents affect, and are affected by, street activity and provide "eyes on the street". The residential character of the individual units should be protected while conforming to the urban feel of the Raincross District.

Scale

- (1) Individual units should be articulated to diminish the massing of large structures and be compatible with the scale of surrounding development.
- (2) The mass and roof forms of buildings should be varied. In addition to porches, stoops and other entry elements such as bay windows, balconies and trellises are encouraged.
- (3) The street floor building level should be raised between two and four feet to protect the privacy of ground floor units.
- (4) Facades of multifamily buildings should be divided into shorter modules a maximum of 30 feet in width, to reflect the volumes of individual units within the building. This objective can be achieved with varied setbacks, vertical modulation, texture changes on the facade, porches and balconies.

6.9.5 Landscaping

Plant Types

- (1) Plantings of shrubs and flowering plants to add variety to the setback areas are encouraged.
- (2) Pathways and pergolas and trellises that are in character with the architectural style of development to add shade and interest are encouraged.

Relationship to Development

- (1) Common areas provided for the residents should be landscaped with planted areas, potted plants, seating, outdoor barbecue areas, pools and spas, etc.

6.9.6 Signage

Style

- (1) Traditional designs that reflect the building architecture are encouraged.
- (2) The signage for multifamily uses in this district should be discreet and subdued.

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

[**CONSULTANT'S NAME**]

[**Description of Services**]

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2010 (“Effective Date”), by and between the REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE (“Agency”), a public body, corporate and politic and [**CONSULTANT'S NAME**], a [**Individual or Entity, Select one option: a California corporation, a limited partnership, a limited liability company**] (“Consultant”).

1. **Scope of Services.** Agency 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 [**Name of the Project**] (“Project”).

2. **Term.** This Agreement shall be effective on the date first written above unless otherwise provided in Exhibit “A” Scope of Services and the Agreement shall remain in effect until _____, 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 _____ (\$_____) payable in accordance with the terms set forth in Exhibit “B”. Said payment shall be made in accordance with Agency’s usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to Agency 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 Redevelopment Agency

Redevelopment Agency
of the City of Riverside
Attn: [**Agency Representative**]
[**Agency Address**]
Riverside, CA [**Agency Zip**]

To Consultant

[**Name of Consultant or Company**]
Attn: [**Name of Representative**]
[**Consultant Address**]
[**Consultant 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 Agency will be appointed in writing by the Agency Director to administer this Agreement on behalf of Agency 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 Agency approval.

9. **Assignment and Subcontracting.** Neither party shall transfer 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 shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible Agency's 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. Consultant acknowledges that any transfer of rights may require Executive Director and/or Agency approval. 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 Agency or the City of Riverside. Consultant acknowledges and agrees that the Agency or 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 Agency and City, and their 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 Contract, notwithstanding that the Agency 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 Agency, and with well qualified, adequately insured and experienced legal counsel acceptable to the Agency. 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 Agency and City, and their 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 Contract, notwithstanding that the Agency 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 Agency and City, and their 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 Contract 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 Agency, and with well qualified, adequately insured and experienced legal counsel acceptable to Agency. 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 Agency and/or 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 Agency 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 Agency’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 Agency by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The Agency and 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 Agency's execution of this Agreement, Consultant shall file with Agency 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 Agency. Any certificate filed with Agency shall provide that Agency will be given ten (10) days prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to Agency'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 Agency and 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 consultant'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 \$500,000 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 Agency's execution of this Agreement, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with Agency and shall include the Agency and 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 the Redevelopment Agency of 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 and/or the Redevelopment Agency of 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 Agency and/or 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 Agency and/or City.

12.4 **Errors and Omissions Insurance.** Prior to Agency'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 Agency 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 Agency's request, Consultant shall provide Agency 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. Agency's Right to Employ Other Consultants. Agency reserves the right to employ other Consultants in connection with the Project. If the Agency 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 Agency 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 Agency 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 Agency'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 Agency'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 Agency.

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 Agency. Consultant shall not release to others information furnished by Agency without prior express written approval of Agency.

19. **Copyrights.** Consultant agrees that any work prepared for Agency 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 Agency, and agrees to provide all assistance reasonably requested by Agency in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at Agency'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 Agency 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, Agency 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, polices and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the Agency shall constitute a waiver of any right or duty afforded Agency 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 Agency.

25. **Termination.** Agency, 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 Agency's rights under Sections 15 and 25 hereof. In ascertaining the work actually rendered through the termination date, Agency shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to Agency.

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

25.2 Agency 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 Agency 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 Agency and/or City, Agency reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by Agency to Consultant. Notice of such withholding and offset shall promptly be given to Consultant by Agency in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the Agency and/or the City, Agency 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 Agency and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

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

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, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

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

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

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

33. **Interpretation.** Agency 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, Agency and Consultant have caused this Agreement to be duly executed the day and year first above written.

REDEVELOPMENT AGENCY OF
THE CITY OF RIVERSIDE,
a public body, corporate and politic

[**CONSULTANT'S NAME**],
a California corporation

By: _____
Executive Director

By: _____

Attest: _____
Agency Secretary

[Printed Name]

[Title]

Certified as to Availability of Funds:

By: _____

Assistant City Manager/CFO

[Printed Name]

[Title]

Approved as to Form:

By: _____
Agency General Counsel

Exhibit “A”

Scope of Services

Exhibit “B”

Compensation

Exhibit “C”

Key Personnel