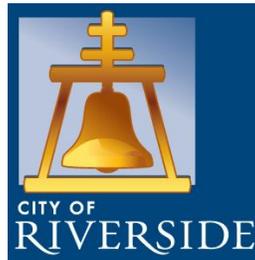


**12.19.2013**



## **Request for Qualifications**

**City of Riverside Smart Code Specific Plan and Program Environmental Impact Report with Northside Neighborhood Vision, Including Master Planning Services for 179 Acres of Vacant Property**



**[www.RiversideSmartCode.info](http://www.RiversideSmartCode.info)**

### **City of Riverside**

Community Development Department  
3900 Main Street, 3<sup>rd</sup> Floor  
Riverside, CA 92522  
951-826-5371  
[www.RiversideCA.gov/CDD](http://www.RiversideCA.gov/CDD)



**REQUEST FOR QUALIFICATIONS**

City of Riverside Smart Code Specific Plan/PEIR/Northside Neighborhood Vision  
Including Master Planning Services for 179 Acres of Vacant Property

**I. KEY DATES AND STATEMENT OF QUALIFICATIONS INFORMATION**

**Friday, December 19, 2013 Request for Qualifications (RFQ) release date**

**Wednesday, January 8, 2014, 5:00 pm Pacific Standard Time (PST)** **Due date for initial round of questions from interested consultant teams:**  
In order to create a fair, equitable, and transparent process, direct communications regarding this Request for Qualifications will not be entertained individually by City staff. Answers to initial round of questions will be compiled and provided to all interested parties during the Pre-Submittal Meeting presentation by City staff and will also be posted online.

All questions shall be submitted via email with "SMART CODE QUESTIONS" in the subject line to:

David Murray, Senior Planner  
[dmurray@riversideca.gov](mailto:dmurray@riversideca.gov)

**Wednesday, January 15, 2014, 10:00 am to 12:00 noon PST** **Pre-Submittal Meeting:**  
City of Riverside  
Art Pick Council Chambers  
3900 Main Street  
Riverside, CA 92522

The Pre-Submittal Meeting is not mandatory, but interested participants are encouraged to attend. The Pre-Submittal Meeting will be recorded and will be available to view on-line at:

[www.RiversideSmartCode.info](http://www.RiversideSmartCode.info)

and

[www.RiversideCA.gov/bids](http://www.RiversideCA.gov/bids) under the Smart Code Specific Plan Bid page

Written responses to first round of questions will also be posted online for those that cannot attend the Pre-Submittal Meeting.

**Wednesday, January 22, 2014, 5:00 pm PST** **Due date for final round of questions:**  
Again, direct communications regarding this Request for Qualifications will not be entertained individually by City staff. Following the Pre-Submittal Meeting, final questions may be submitted via email with "SMART CODE QUESTIONS" in the subject line to:

David Murray, Senior Planner  
[dmurray@riversideca.gov](mailto:dmurray@riversideca.gov)

**Wednesday, January 29, 2014, 5:00 pm PST** **Answers to final round of questions:**  
Answers to final questions will be posted on-line at:

[www.RiversideSmartCode.info](http://www.RiversideSmartCode.info)

and

[www.RiversideCA.gov/bids](http://www.RiversideCA.gov/bids) under the Smart Code Specific Plan Bid page



**REQUEST FOR QUALIFICATIONS**

City of Riverside Smart Code Specific Plan/PEIR/Northside Neighborhood Vision  
Including Master Planning Services for 179 Acres of Vacant Property

**Wednesday, February 12, 2014,  
12:00 pm (noon) PST**

**Statement of Qualifications (SOQ) Due Date:**

All prospective consultants submitting an SOQ package must be registered on the City's Electronic Vendor's List, and must be listed on the "Electronic Bidders List" by subscribing on the City's website at:

[www.RiversideCA.gov/bids](http://www.RiversideCA.gov/bids)

Statements of Qualifications must be submitted via the City's website **before 12:00 pm (noon) on Wednesday, February 12, 2014.**

The time and date are fixed and time extensions will not be granted. SOQs not received **online** before the submittal due date and time will not be accepted. Hard copy submittals will be rejected. The City reserves the right to accept, reject, and evaluate any and all submittals, to request additional information, and to change the scope of this RFQ. Any SOQs submitted become the property of the City. The City will not be liable for, nor pay, any costs incurred by the respondent in the preparation of a response to this Request for Qualifications or any other costs involved, including travel expenses.

**Thursday, February 13, 2014 to  
Thursday, February 20, 2014**

**Evaluation of Statement of Qualifications:**

Evaluation Team will review and score SOQs submittals based on desired qualifications and the extent to which the submittal addresses the requirements of the Request for Qualifications.

**Friday, February 21, 2014, 5:00  
pm PST**

**Release of Shortlist of Teams and Request for Proposals (RFP):**

The Evaluation team will identify the top three to five consultant teams selected to move on to the RFP process. Only those teams selected as the top three to five will be eligible to respond to the Request for Proposals. The shortlist of teams to proceed in the selection process and the Request for Proposals will be posted on-line at:

[www.RiversideSmartCode.info](http://www.RiversideSmartCode.info)

**Friday, February 21, 2014 to  
Friday, March 7 2014**

**Prepare Draft Scope of Work Outline, Schedule, and Budget:**

The shortlisted teams will be asked to prepare a Draft Scope of Work Outline, Draft Schedule, and Draft Budget.

**Thursday, February 27, 2014**

**Due Date for Submitting Questions Related to the Request for Proposals:**

In order to create a fair, equitable, and transparent process, direct communications regarding this RFPs will not be entertained individually by City staff. Answers to questions will be compiled and posted online.

Questions may be submitted by emailing:

David Murray, Senior Planner  
[dmurray@riversideca.gov](mailto:dmurray@riversideca.gov)



**REQUEST FOR QUALIFICATIONS**

City of Riverside Smart Code Specific Plan/PEIR/Northside Neighborhood Vision  
Including Master Planning Services for 179 Acres of Vacant Property

**Tuesday, March 4, 2014**

**Answers to Questions Regarding Request for Proposals:**

Answers to questions will be posted on-line at:

[www.RiversideSmartCode.info](http://www.RiversideSmartCode.info)

**Friday, March 7, 2014, 5:00 pm  
PST**

**Due Date for Draft Scope of Work Outline and Schedule:**

Each team will submit a Draft Scope of Work and Schedule to the Evaluation Committee by emailing a single PDF file (less than 20MB in size) to:

David Murray, Senior Planner

[dmurray@riversideca.gov](mailto:dmurray@riversideca.gov)

**Thursday, March 13, 2014**

**Evaluation Committee and Community Interviews, and Draft Budget Due Date:**

Evaluation Committee Interviews will occur throughout the morning and afternoon on March 13<sup>th</sup>, followed by presentations and interviews before the community that evening. In addition, each team will submit its Draft Budget to the Evaluation Committee in a sealed envelope.

**Monday, March 17, 2014**

**Evaluation Committee completes evaluation of teams**

**Tuesday, March 18, 2014**

**Evaluation Committee announces the team rankings**

Final team rankings will be posted online at :

[www.RiversideSmartCode.info](http://www.RiversideSmartCode.info)

**Thursday, April 17, 2014**

**Development Committee Meeting:**

City staff will present the recommendations of the Evaluation Committee and the community to the Development Committee and request authorization to begin scope and contract negotiations with the selected team.

**Friday, April 18, 2014**

**Contract and Scope Negotiations Begin:**

City staff and the selected team will negotiate a contract and detailed scope of work.

**Date TBD – Dependent upon  
contract process**

**City Council Hearing**

Upon successful contract negotiations with the selected consultant team, staff will request authorization from City Council to execute the contract.

**Date TBD**

**Debriefing with Remaining Consultant Teams**

Following selection and authorization of successful consultant team, City staff will contact remaining RFP respondents to discuss results of the recruitment process and answer any questions related to the process.



## II. INTRODUCTION

The City of Riverside is a charter city located in Riverside County, California, approximately 55 miles east of Los Angeles (Figure 1). With a total land area of approximately 52,170 gross acres or 81.5 square miles and a population of over 300,000 people, the rapidly growing City of Riverside currently ranks as the 12th largest city in California, 6th in Southern California, and is the largest city within what is known as Southern California's Inland Empire.

Riverside is home to four internationally recognized universities and colleges which support an estimated 50,000+ students. The University of California, Riverside, California Baptist University, La Sierra University, and Riverside Community College, offer specialized training, research partnerships, and a high-technology environment to support emerging and innovative companies.

Riverside enjoys a rich multi-cultural heritage with influences reflected in the City's architecture, cuisine, arts, and civic life. Riverside has evolved from a quiet agricultural colony into a dynamic, active city, and a hub for higher education, technology, commerce, law, government, finance and culture. Riversiders enjoy many artistic venues from excellent film, dance and symphony to art, museums, and theater.

An important part of what makes Riverside a special place to live is its abundance of historic resources. Preservation of these resources fosters civic and neighborhood pride and forms the basis for identifying and maintaining community character. With this understanding, the City of Riverside has developed a historic preservation program which is among the most active and well-respected in the state of California.

For the past 100 years, comprehensive city planning has been a common practice in the City of Riverside. Beginning in 1915 with the formation of one of the first planning commissions in the State and subsequent adoption of one of the first comprehensive plans, Riverside was a pioneer of the early city planning movement in California. The Master Plan of the City from 1928-29, drafted by prominent West Coast planner Charles Cheney, included a Traffic Street Plan along with Recreation, Civic Center and Regional Plans that are, to this day, manifested in Riverside's built environment. Similarly, Riverside's natural features as well as its agricultural land have been effectively preserved through the growth management initiatives of the 1970s.

Focused comprehensive planning efforts have also been effectively implemented to guide development in target areas throughout the City. Beginning in the 1980s through early 2000s, Specific Plans in the Hunter Business Park, Marketplace, University Avenue and Downtown areas of the City have been instrumental in facilitating infill development, adaptive reuse of historic buildings and improving aging infrastructure. In recent times, Riverside continues to put comprehensive planning at the forefront of the planning process. In 2007, the City adopted the General Plan 2025, an award-winning visionary plan built on Smart Growth principles. Truly a comprehensive plan, the General Plan 2025 includes elements in neighborhood planning, urban design, air quality, education, arts and culture, and historic preservation – it is featured as a model on the California Planning Roundtable's Reinventing the General Plan website ([www.reinventingthegeneralplan.org](http://www.reinventingthegeneralplan.org)).



Figure 1: Regional Location Map





While rich in history, Riverside is investing in the future. Through the Riverside Renaissance, the City has invested billions of dollars in infrastructure improvements to serve residents and businesses well into the future – beginning in 2006 and completed largely by 2011, the City undertook a 5-year effort to complete 30 years worth of infrastructure investment. The uniqueness of Riverside comes from its people, “Riversiders,” and the strong collaborative partnerships that exist among civic, cultural, educational and business leaders – as demonstrated by Riverside’s unparalleled Seizing Our Destiny program ([www.seizingourdestiny.com](http://www.seizingourdestiny.com)).

Over the past decade, Riverside has taken great strides in becoming a leader in urban sustainability, and as a result, the City has accomplished a long list of green initiatives. In 2005, the City created the Clean & Green Task Force to help guide Riverside on its path toward greater sustainability. In 2007, the task force created a green visioning statement, known as the Sustainability Policy Statement (SPS), that informed residents about Riverside's existing sustainability resources, build on the policies of the city's General Plan 2025, ensure that the new green guidelines would be followed, provide a framework for sustainability pilot projects, and initiate partnerships among regional agencies and nearby cities.

The SPS featured eight main categories: Save Water, Keep it Clean, Make it Solar, Make it Shady, Clean the Air, Save Fuel, Make it Smart and Build Green. Following adoption by the City Council, a Green Action Plan was developed as a guidebook to tie specific tasks to the policies of the SPS. The Green Action Plan focuses on seven key areas of city life: Energy, Greenhouse Gas Emissions, Waste, Urban Design, Urban Nature, Transportation and Water. The implementation of this robust plan led to the 2009 designation by the California Department of Conservation as an Emerald City (the first in California), an honor that has gained Riverside national acclaim.

In sum, the City of Riverside is dedicated to inspiring investment aligned with community expectations through great city planning and building. As stated by Riverside’s Seizing Our Destiny program, “People who know Riverside recognize what an outstanding city it is and understand that its infrastructure, historic core and neighborhoods reflect its greatness. As Riversiders look ahead 20 or 30 years, it is clear that NOW is the time to make choices that will determine our best future....” The City of Riverside is part of a small number of American cities with such a notable depth of historically significant city planning and building – the Olmstead Brothers, Julia Morgan, Charles Cheney, Henry Huntington, G. Stanley Wilson, Henry Jekel, Myron Hunt, Franklin Burnham, Dr. Edward H. Wood, and Herman Ruhnau endure today. To this end, the Smart Code Specific Plan is a recognition by the Riverside City Council and the Riverside community on the need to have an inclusive, meaningful, and transparent conversation as a community about the envisioned future of Riverside’s urbanized, non-residential lands.



### III. PROJECT SUMMARY

The City of Riverside is initiating a nationwide search to engage a consultant team with backgrounds in community-based urban design, land use, real-estate economics and economic development, neighborhoods, redevelopment, historic preservation, mobility, and infrastructure to submit a Statement of Qualifications (SOQ) for the development of a Smart Code Specific Plan and related Program Environmental Impact Report (PEIR) and concurrently prepare a Northside Neighborhood Vision and provide master planning services for 179 acres of vacant property\* within the Northside Neighborhood. The approximately 10,404-acre total Study Area encompasses 20% of the Citywide area and includes 89% of the properties currently zoned as commercial, office, manufacturing, and industrial (Figure 2).

The Smart Code Specific Plan is proposed to replace (in full or in part) nine existing specific plans spread across the City and would create one cohesive illustrated vision, present clear and consistent development standards and guidelines, set forth an infrastructure plan to support future investment, establish a built-in mitigation program for historic resources, foster economic development, and streamline the entitlement process for projects that are consistent with the vision and accompanying Program Environmental Impact Report. Community visioning of the Northside Neighborhood (Figure 3), master planning of 170 acres of vacant land (Figure 4), which fall within the proposed boundaries of the Smart Code Specific Plan, and accompanying CEQA analysis will occur concurrently with the development of the Smart Code Specific Plan yet are expected to be completed within a timeframe much shorter than that of the Smart Code Specific Plan.

The Smart Code Specific Plan is coming forward at a most dynamic and exciting time in Riverside's history. With an eye to maximizing its economic prosperity, livability, social equity, and sustainability, the City of Riverside is undertaking multi-faceted and interdependent efforts that will provide a foundation upon which the City's future will be built. Over the course of the next two years, in addition to the Smart Code Specific Plan, the City of Riverside will: complete Riverside Reconnects, a streetcar feasibility study for the City's major transportation corridors; prepare and begin to implement the "26 in 26" asset-based neighborhood strategies for Riverside's 26 neighborhoods; prepare and implement the "Riverside Restorative Growthprint" Climate Action Plan and Economic Prosperity Plan; complete a comprehensive sign code update; further establish Riverside as a sustainable community by seeking certification through the STAR Community Rating System, one of only 3 cities in California to be selected as a STAR Community; and support local urban food systems and agriculture through the implementation of the "GrowRiverside: Citrus and Beyond" conference and program. Consultant teams leading the Smart Code Specific Plan will need to closely coordinate with these efforts to ensure alignment.

The scope of services for this project will be extensive. The intent of this effort is to develop a community-supported vision for the project area and a comprehensive community-based implementation program to realize the vision. Throughout every step of the planning process, the project will include significant community involvement and interaction with residents,

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\* Reuse and master planning of the 179 total acres shall be subject to community input regarding the highest and best use of the property and does not necessarily imply that the existing sports complex will remain in the current location.



## REQUEST FOR QUALIFICATIONS

### City of Riverside Smart Code Specific Plan/PEIR/Northside Neighborhood Vision Including Master Planning Services for 179 Acres of Vacant Property

property and business owners, the three Chambers of Commerce, business improvement districts, community organizations, outside agencies, advisory committees, the Planning Commission, other City boards and commissions, and the Riverside City Council. Consultant teams must have the committed capacity to accomplish a significant amount of work within a very compressed schedule; community expectations are high and performance will be demanded.

The proposed Riverside Smart Code Specific Plan was approved in concept by the Riverside City Council on January 8, 2013 as part of the Business Ready Riverside Strategy to encourage economic development and streamline the entitlement process for new development projects (<http://aquarius.riversideca.gov/clerkdb/0/doc/148364/Page1.aspx>). Additionally, the City's Development Committee unanimously authorized the issuance of a Request for Qualifications for the Smart Code Specific Plan to include Master Planning Services for the 179 acres of vacant land (former Riverside Golf Club and Ab Brown Sports Complex) on October 17, 2013 (<http://aquarius.riversideca.gov/clerkdb/0/doc/157754/Page1.aspx>).

In contrast with conventional zoning's focus on controlling land use and development intensity through abstract and uncoordinated parameters (i.e., floor area ratio, dwellings per acre, setbacks, parking ratios, traffic level of service), to the neglect of an integrated built form, the Smart Code Specific Plan is intended to foster predictable built results and a high-quality public realm by using physical form, rather than the separation of uses, as the organizing principle – it is expected that the community-based vision will be implemented via a form-based code, smart code, or hybrid thereof.

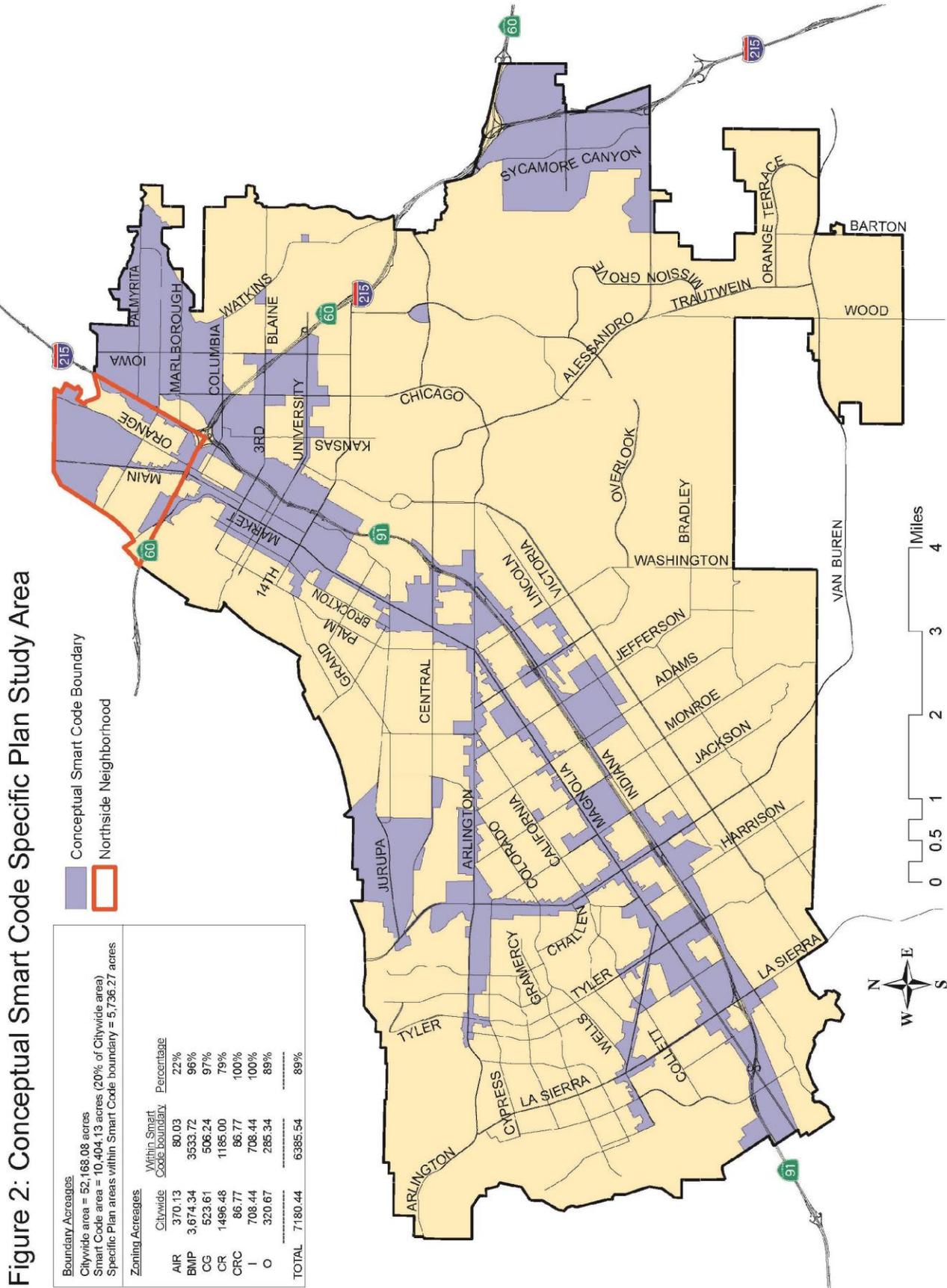


Figure 2: Conceptual Smart Code Specific Plan Study Area

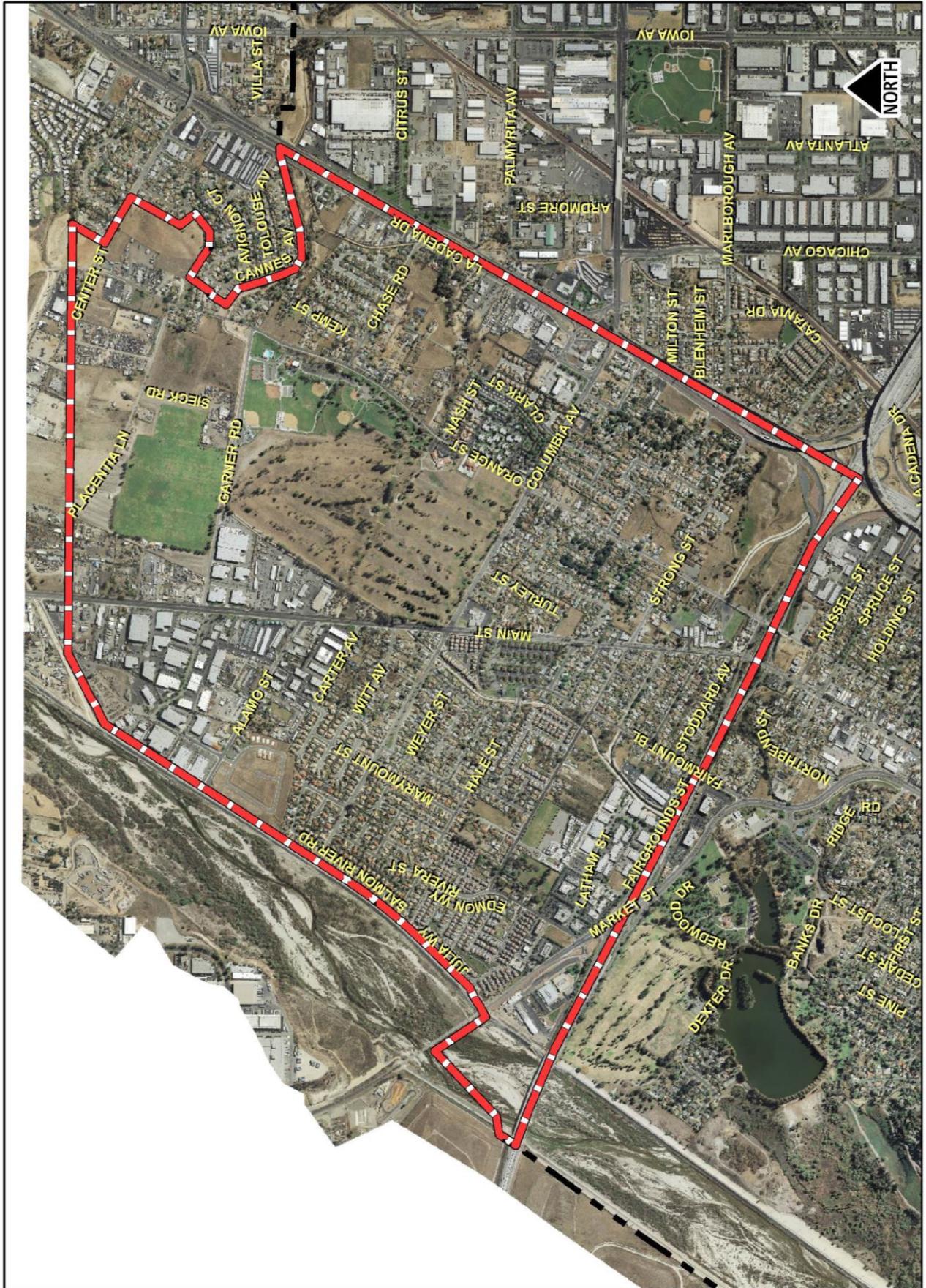


Figure 3 - Northside Neighborhood



Figure 4: Master Planning Project Location

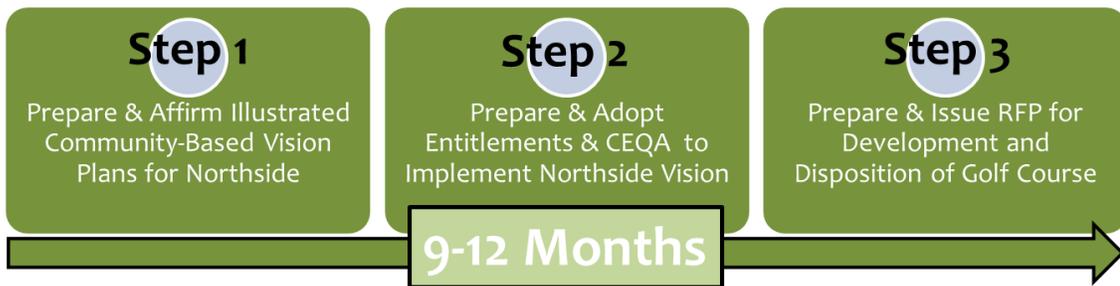




**IV APPROACH**

The City fully expects that the development of the Smart Code Specific Plan and the Northside Neighborhood Vision and Master Planning efforts run on concurrent tracks to ensure timely and efficient completion of all project aspects. Both project tracks would begin immediately upon contract approval, however the Northside Neighborhood Vision, Master Planning, and related CEQA analysis effort is expected to be completed, including City Council approval and entitlements within 9-12 months of project commencement, whereas the Smart Code and accompanying PEIR are expected to be complete with City Council approval and CEQA clearance within 18-20 months.

**Path to Northside Vision and Master Planning**



**Path to Smart Code**



Although aggressive in approach, the City of Riverside is confident that the appropriate consultant team has the ability to devote adequate resources to meet these deadlines.

Through the Smart Code Specific Plan, the City of Riverside intends to develop a plan that implements an illustrated community vision that will be developed through extensive, intense, and multi-lingual public outreach and collaboration – the effort must be clearly community-based every step of the way. The resulting regulations and standards within the Smart Code Specific Plan will be presented in both words and clearly drawn diagrams and other visuals, all of which should be keyed to a regulating plan that designates the appropriate form, scale, and character of development, rather than only distinctions in land-use types as conventional zoning does. Urban form features regulated under the Smart Code Specific Plan will include the width of lots, size of blocks, building setbacks, building heights, placement of buildings on the lot, location of parking, rights-of-way, etc. In exchange for achieving the nature of envisioned development, builders will benefit from a streamlined, administrative review process.



Additionally, a discretionary, “business as usual” entitlement and development review option will need to be created within the Specific Plan for those who wish to build a project that differs from the community-based vision.

The goals for the creation of the Smart Code Specific Plan are to:

- Define a community-based vision for the planning area within first 6-9 months;
- Preserve and protect existing neighborhoods, uphold historic preservation, accommodate mobility choices, and facilitate great public realms;
- Integrate a built-in mitigation program for addressing historic resources that evaluates cultural resources and specifies how different categories of historic properties may be treated as part of development projects.
- Prepare no nonsense development standards for new mixed use, residential, commercial, industrial and office development that implements the vision;
- Apply scenario development and modeling tools to express the varying impacts of development and infrastructure investment choices; and
- Attain program-level CEQA clearance and expedited project review for vision-consistent projects.

Additionally, over the past several years, the City has promoted the revitalization of properties to encourage the economic vitality and long term sustainability of its communities through various redevelopment projects and the Riverside Renaissance initiative. In the spirit of continuing these efforts, the City is seeking a qualified consultant team that can also develop a Master Plan for 179 acres of vacant land within the Northside Neighborhood.

The 179-acre vacant land is generally located at 1011 N. Orange Street, and is bounded by Columbia Avenue and residential uses to the south, Reid Park to the east, industrial uses to the west, and Placentia Avenue and industrial uses to the north. The majority of the site (124 acres) was formerly occupied by the Riverside Golf Club, which ceased operation in 2009 (currently zoned Public Facility) and the remaining 55 acres (currently zoned Public Facility) is the home of the Ab Brown Sports Complex, which consists of approximately eleven small sized soccer fields (190’ x 118’), five medium sized soccer fields (300’ x 150’), and eight full size soccer fields (360’ x 210’).

The City wishes to clearly prescribe and pre-entitle a desired development project for the 179-acre site prior to selling the property for private development through a bidding process to the most qualified and appropriate private developer. It is anticipated that the community (via a comprehensive community engagement process) and selected consultant will define the most appropriate future uses for the entire 179-acre property. The reuse of the sports complex will be subject to community input to determine the need and appropriate location for the facility.



It is anticipated that the eventual Master Plan for the 179-acre property will accomplish the following:

- Be created via a community-based process and within the context of the larger Northside neighborhood;
- Create a unique place within the Northside Neighborhood which may include residential, retail, commercial, office or public facilities and/or park space to serve the needs of local residents;
- Generate private investment, create jobs, and grow property tax revenue; and
- Ensure an attractive, well-designed, economically and environmentally sustainable addition to the Northside Neighborhood and the City of Riverside.

Specific outcomes and deliverables from the selected consultant include:

- A public engagement work plan that identifies community workshops that enable all interested parties the opportunity to provide input into the Master Planning process and identifies key stakeholder groups;
- A market analysis that describes what is possible in terms of existing economic, demographic, and real estate trends;
- A refined estimate of the total number of residential dwelling units by type and potential commercial and/or light industrial uses and public space by type and size;
- An illustrative Master Plan that incorporates design standards and consists of clear and objective development standards and discretionary design guidelines; and
- A complete CEQA analysis of an appropriate scope (EIR or MND, as needed) based on the recommendations of the Master Plan.

## **V. TENTATIVE PROJECT SCHEDULE**

The City of Riverside expects to have a Council-approved Northside Neighborhood Vision, Master Plan for the 179 acres of vacant property, and related CEQA analysis within 9 to 12 months from the start date of the project and a certified PEIR and adopted Smart Code Specific Plan within 18 to 20 months from the start date of the project. The project is expected to start in late April 2014 and end in October 2015.



## VI. DESIRED QUALIFICATIONS

The ideal team for the Riverside Smart Code Specific Plan, PEIR, Northside Neighborhood Vision, and Master Planning of the 179 acres of vacant property would include the following disciplines and attributes:

- A highly organized and responsive team that is multi-lingual and collaborates, listens, and partners with the community.
- A strategic project manager with substantial experience in community-based planning, development, the management of multidisciplinary teams, and planning and implementing strategies within urban districts and neighborhoods.
- A team that is passionate about collaborating with the community and has demonstrated substantial success in multi-cultural outreach<sup>†</sup>, community education, community visioning, public relations, project branding and marketing, and on-line community visioning efforts.
- Team members with substantial experience in planning, redevelopment and revitalization for downtowns, neighborhoods, corridors, and economically disadvantaged communities.
- Team members with proven experience in analyzing commercial and industrial markets and an ability to assess the feasibility of both residential and non-residential development in order to fairly identify the highest and best use of the 179 acres of vacant land.
- Team members with expertise in scenario development and modeling tools to express the varying impacts of development and infrastructure investment choices.
- Strategic leadership that understands the multiple challenges of managing change within urban districts over time, and that can “connect the dots” of market analysis, economic development, community organizing, urban design, placemaking, civic center planning, “town and gown” planning, historic preservation, sustainability, mobility, neighborhood vitality, parking management, district branding and promotions, public infrastructure, and business district management and maintenance.
- Team that is committed to working in partnership with concurrent efforts including: Riverside Restorative GrowthPrint (Climate Action Plan and Economic Prosperity Plan); Riverside Reconnects (streetcar feasibility study); Citywide Sign Code Update; 26 in 26 Neighborhood Strategies; and other initiatives.
- Team members that have developed plans and strategies that have been successfully implemented to bring about desirable change in other communities.
- An environmental team that has substantial experience preparing legally defensible environmental impact reports that can reduce the need for future environmental analysis for individual development projects.
- Team members with substantial experience in updating zoning regulations and preparing form-based codes.
- Team members with substantial experience and expertise in implementing transfer of development rights programs.

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<sup>†</sup> Given the breadth and scale of this project, the City of Riverside highly prefers that the consultant team have experienced staff members with bilingual abilities in several languages that may include, but are not necessarily limited to Spanish, Tagalog, Mandarin Chinese, and American Sign Language as opposed to consultant teams that rely on translation services. Bilingual staff members must be effective at communicating planning-related themes, concepts and terminology in the given language.



- Team members with substantial experience preparing all necessary technical studies to prepare a Specific Plan and PEIR that complies with California State Law.
- Talented urban designers, writers, GIS analysts, illustrators, and graphic artist that can prepare user-friendly and graphically enriched presentations, promotion and public relations materials, posters, maps, diagrams, reports, and products.
- Teams with video and multimedia expertise that are able to document and record the entire project and tell a story in a single documentary at the end of the planning process.

## VII. STATEMENT OF QUALIFICATIONS REQUIREMENTS

### Statement of Qualifications (SOQ) Length and Format

The electronic SOQs shall be limited to a length of 30 numbered pages with one-inch margins. With the exception of the front and back cover, the table of contents, and a maximum 2-page cover letter, everything submitted within the SOQs will be counted as a numbered page. As an option, the consultant team may also provide a link as part of the SOQs to a maximum 3-minute multimedia presentation or video describing the team's qualification pertinent to the Riverside Smart Code Specific Plan. The body text of the SOQs must have a minimum font size of 11.

### Statement of Qualifications Background Resources

The City of Riverside has a number of background resources that may assist teams in preparing Statement of Qualifications for this project. The following background resources may be viewed on-line at [www.RiversideSmartCode.info](http://www.RiversideSmartCode.info):

- City of Riverside Seizing Our Destiny
- General Plan 2025
  - Also see: General Plan 2025 Final Programmatic Environmental Impact Report
- City of Riverside Municipal Code
- City of Riverside Specific Plans to be replaced with Smart Code
  - Downtown Specific Plan
  - Marketplace Specific Plan
    - Also see: Draft Update to Marketplace Specific Plan
  - University Avenue Specific Plan
    - Also see: Draft Update to University Avenue Specific Plan
  - Magnolia Avenue Specific Plan
  - Riverside Auto Center Specific Plan
  - Hunter Business Park Specific Plan
  - Citrus Business Park Specific Plan
  - Canyon Springs Specific Plan
  - Sycamore Canyon Specific Plan
  - Sycamore Canyon Business Park Specific Plan
- Green Action Plan
- Related maps, figures, and additional resources

In addition, the book *Riverside: 1870-1940 (CA) (Images of America)*, by Steve Lech is a valuable resource that is available at book stores and on-line retailers.



### **Statement of Qualifications Topics**

At minimum, the following topics should be addressed in the Statement of Qualifications in the order presented:

#### Part I: Team Description

Describe the team that you have assembled to prepare the Smart Code Specific Plan, the PEIR and the Northside Neighborhood Vision with Master Planning Services for 179 acres of vacant property. Why is your team pursuing this project? What are your team's strengths and why should the City consider your team for this project? Why were team members selected? What planning, urban design, revitalization, mobility, parking, economic development, and public involvement philosophies generally resonate with your team members? Please note that the City is less interested in generalized firm descriptions and more interested in the shared values of the team members.

#### Part II: Background, Experience, and Availability of Key Team Members and Client References

At minimum, describe the background, relevant experience, and availability of the following team members:

- Overall Project Director/Principal In-Charge
- Smart Code Specific Plan Project Manager
- CEQA/PEIR Project Manager
- Northside Neighborhood Vision and Master Planning Project Manager
- Community Involvement/Public Engagement Leader
- District and Neighborhood Revitalization Leader
- Market Analysis/Economic Development Leader
- Parking Analysis/Parking Management Leader
- Transportation/Mobility Leader
- Urban Design Leader
- Form-Based Code Leader
- Infrastructure Leader
- District Branding and Promotions Leader(s)

Statement of Qualifications should clearly note if one person is designated to serve multiple roles on the team (such as the Urban Design Leader and Form-Based Code Leader).

Client references for the above individuals must be included. No less than three and no more than five references should be provided for each Project Manager and CEQA/PEIR Project Manager. Three client references should be provided for each of the other team members. If one person is serving multiple roles on the team (such as the Urban Design Leader and Form-Based Code Leader) the references provided should be able to speak to all of the designated roles of that team member.

#### Part III: Approach

Describe your team's proposed approach to prepare the Smart Code Specific Plan, the PEIR and the Northside Neighborhood Vision with Master Planning Services for 179 acres of vacant property. Please prepare your response with consideration of the following questions:



- A. People. How will your team work with people (including City staff, outside agencies, community organizations, property owners, business, owners, residents, and potential developers) to achieve a vision and plan that receives broad support from the community?
- B. Place. How will your team gain an understanding of the physical, economic, social, and environmental components of the project area and its surrounding neighborhoods, and how will you organize your community-based approach to respect the unique interests, attributes, challenges, and opportunities within the various corridors, sub-districts, and neighborhoods?
- C. Products. What products will your team prepare for this project, including innovative and value-added deliverables to effectively achieve community-supported outcomes?
- D. Progress. How will your team's project management and approach result in a successful community-based process, plan adoption, and future implementation?

Part IV: Team Success

Describe at least five places, and no more than ten, that have been transformed as a result of your team's work. What team members were involved in each project and what role did they play? What was the place like when the project started, and what is the place like now? Describe the process that was used to engage the community and generate community support for change? What strategies did your team recommend and what were the results of implementation? How has each place changed or improved physically? How has the economy been transformed? Has the social fabric of each community been strengthened? Based on your work, is each community organized and working together to achieve common interests and visions? Provide at least one reference from each community that can verify your team's involvement in the process of change.

Part V: Sample Products

Gaining an understanding of the products prepared by key team members (see Part II) is important to the Evaluation Committee. Please provide internet links to no more than ten (10) sample products that represent the work of key team members. A range of small to large products should be provided, such as community workshop fliers, on-line surveys, economic studies, technical studies, PowerPoint presentations, branding reports, parking studies, architectural illustration, form-based codes, urban design concepts, specific plans, neighborhood revitalization strategy, historic preservation property surveys, videos documenting a process, and environmental impact reports.

**Desired Statement of Qualifications Qualities**

Within the above parameters, each team is encouraged to submit as much detail as appropriate in order to demonstrate relevant experience, qualifications, skills, and approach for the Smart Code Specific Plan, the PEIR and the Northside Neighborhood Vision, Master Planning Services for 179 acres of vacant property, and accompanying CEQA analysis. The organization, layout, readability, and overall quality of the SOQs will be viewed as an indicator of the team's written and graphic communication skills and overall quality of work.



**Statement of Qualifications Submittal**

All prospective consultants submitting a proposal package must be registered on the City’s Electronic Vendor’s List, and must be listed on the “Electronic Bidders List” by subscribing on the City’s website at:

[www.RiversideCA.gov/bids](http://www.RiversideCA.gov/bids)

Proposals must be submitted via the City’s Active Bidder website **before 12:00 pm (noon) on Wednesday, February 12, 2013.**

The time and date are fixed and time extensions will not be granted. Proposals not received **online** before the submittal due date and time will not be accepted. Hard copy proposals will be rejected. The City reserves the right to accept, reject, and evaluate any and all Proposals, to request additional information, and to change the scope of this Request for Proposals. Any Proposal submitted becomes the property of the City. The City will not be liable for, nor pay, any costs incurred by the respondent in the preparation of a response to this Request for Proposals or any other costs involved, including travel expenses.

**Because all submittals and supporting materials are to be provided through an electronic system, applicants are strongly encouraged to submit proposals early to ensure that potential technical complications are avoided. If you are experiencing technical difficulties with the Active Bidder process, please contact the City of Riverside Purchasing Division at (951) 826-5561.**

**PLEASE NOTE: All attachments must be uploaded prior to clicking the “submit” button.**

**VII. SELECTION PROCESS**

The selection process will entail five parts:

- Part 1: Statement of Qualifications Evaluation and Shortlist
- Part 2: Draft Scope of Work, Outline, Budget, and Schedule
- Part 3: Evaluation Committee Interviews
- Part 4: Final Evaluation and Final Rankings
- Part 5: Selection and Contract Negotiations

**Part 1: Statement of Qualifications Evaluation and Shortlist**

The submitted Statements of Qualifications will be evaluated by a Staff Evaluation Committee consisting of the following individuals:

City of Riverside Staff:

- Assistant City Manager
- City Clerk
- City Attorney’s Office Representative
- Intergovernmental and Communications Officer
- Economic Development Manager
- Community Development Director
- Community Development Deputy Director



**REQUEST FOR QUALIFICATIONS**

City of Riverside Smart Code Specific Plan/PEIR/Northside Neighborhood Vision  
Including Master Planning Services for 179 Acres of Vacant Property

- City Planner
- Code Enforcement Director
- Community Development Department Senior Management Analyst
- Smart Code and PEIR Project Manager(s)
- Successor Agency/Real Property Services Project Manager
- Historic Preservation Officer
- Housing and Homeless Services Project Manager
- Riverside Public Utilities General Manager
- Public Works Director
- Director of Parks, Recreation and Community Services
- Chief Innovation Officer/IT Director

The Evaluation Committee will have one or more meetings to rank the teams based on the following criteria:

Criteria	Maximum Possible Score
Experience, Qualifications, Availability, and References of the Project Director/Principal In-Charge	10
Experience, Qualifications, Availability, and References of the Smart Code Specific Plan Project Manager	15
Experience, Qualification, Availability, and References of the CEQA/PEIR Project Manager	15
Experience, Qualification, Availability, and References of the Northside Neighborhood Vision and Master Planning Project Manager	15
Team experience with comprehensive community-based planning projects within commercial districts and corridors	5
Experience, Qualifications, Availability, and References for other Key Task Leaders	5
Team’s Approach to the Smart Code Specific Plan, the PEIR and the Northside Neighborhood Vision and Master Planning Services for 179 acres of vacant property	15
Demonstrated success of the team in other communities	10
The quality of the example products (provided by internet links)	5
Readability and overall quality of the Statement of Qualifications	5
<b>TOTAL</b>	<b>100 Points</b>

The Evaluation team will identify the top three to five consultant teams selected to move on to the Request for Proposals process. Only those teams selected as the top three to five will be eligible to respond to the Request for Proposals. The shortlist of teams to proceed in the selection process and the Request for Proposals will be posted on-line at:

[www.RiversideSmartCode.info](http://www.RiversideSmartCode.info)



**Part 2: Draft Scope of Work Outline, Budget, and Schedule**

Each shortlisted team will be asked to prepare a Draft Scope of Work Outline, Budget, and Schedule.

**Part 3: Evaluation Committee Interviews**

The shortlisted teams will be invited to participate in an interview with the Evaluation Committee. Evaluation Committee Interviews will occur throughout the morning and afternoon on March 13, 2014, followed by presentations and interviews before the community that evening. In addition, each team will submit its Draft Budget to the Evaluation Committee in a sealed envelope.

**Part 4: Final Evaluation and Final Rankings**

After the interviews, the Evaluation Committee will meet one or more times to discuss, evaluate, and rank the teams. On March 18, 2014, final rankings will be announced and posted online at:

[www.RiversideSmartCode.info](http://www.RiversideSmartCode.info)

**Part 5: Selection and Contract Negotiations**

City staff will present the recommendations of the Evaluation Committee and the community to the Development Committee on April 17, 2014. Upon successful contract negotiations with the selected consultant team, staff will request authorization from City Council to execute the contract.

**IX. Questions Regarding this Request for Qualifications and Pre-Submittal Meeting**

In order to create a fair, equitable, and transparent process, direct communications regarding this Request for Qualifications will not be entertained individually by City staff. All questions shall be submitted by emailing:

David Murray, Senior Planner  
[dmurray@riversideca.gov](mailto:dmurray@riversideca.gov)

Two rounds of questions will be entertained. The first round of questions is due on Wednesday, January 8, 2014. The initial round of questions will be answered during the Pre-Submittal Meeting presentation by City Staff, which will occur on:

Wednesday, January 15, 2014  
10:00 am to 12:00 pm  
City of Riverside  
Art Pick Council Chambers  
3900 Main Street  
Riverside, CA 92522



The Pre-Submittal Meeting is not mandatory, but interested participants are encouraged to attend. The Pre-Submittal Meeting will be recorded and will be available to view on-line along with written responses to the first round of questions at:

[www.RiversideSmartCode.info](http://www.RiversideSmartCode.info)

and

[www.RiversideCA.gov/bids](http://www.RiversideCA.gov/bids) under the Smart Code Specific Plan Bid page

The final round of questions are due on Wednesday, January 22, 2014. Answers to the final round of questions will be posted on-line by Wednesday, January 29, 2014 at:

[www.RiversideSmartCode.info](http://www.RiversideSmartCode.info)

and

[www.RiversideCA.gov/bids](http://www.RiversideCA.gov/bids) under the Smart Code Specific Plan Bid page

## X. General Terms and Conditions

The successful Consultant will be required to sign a Professional Consultant Service Agreement ("Agreement"). **No modifications to this agreement are permitted.** The Consultant must meet all insurance requirements in the Sample Agreement (Exhibit 1). All terms and conditions of the Agreement are non-negotiable. Any modifications to the Agreement by the Consultant shall result in the Proposal being rejected.

Failure to execute the Agreement and furnish the required insurance within the required time period shall be just cause for the rescission of the award. If the successful Consultant refuses or fails to execute the Agreement, the City may award the Agreement to another qualified Consultant.

The successful Consultant will also be required to obtain and pay for all licenses necessitated by the Proposer's operations. Prior to performing any services, Consultant and its subcontractors shall be required to have a City of Riverside Business Tax Registration valid for the life of the Agreement; and provide evidence of appropriate license.

### Payment

The City of Riverside, Purchasing Division, will issue a purchase order for the required services. The Consultant shall invoice all work to this purchase order unless otherwise directed by the City. Invoices for additional material and labor shall be billed on a separate invoice. The Consultant shall include the purchase order number and description of work performed pursuant to the submitted line item budget on each invoice.

Consultant shall submit invoices to the City. The City is not responsible for late payments resulting from invoices that are submitted late or that are incomplete.



## REQUEST FOR QUALIFICATIONS

City of Riverside Smart Code Specific Plan/PEIR/Northside Neighborhood Vision  
Including Master Planning Services for 179 Acres of Vacant Property

Consultant shall submit invoices to:

City of Riverside  
Attn: David Murray, Senior Planner  
3900 Main Street  
Riverside, CA 92522

The City of Riverside 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 services.

### Public Records

All Proposals submitted in response to this Request for Qualifications become the property of the City and under the Public Records Act (Government Code § 6250 et. seq.) are public records, and as such may be subject to public review. However, the Proposals shall not be disclosed until negotiations are complete and a recommendation for selection and award is made to the City Council. Proposals will be subject to public review at least 10 days before 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.

### Disqualification

**Any communications, whether written or verbal, with any City Councilmember or City Staff , other than as stated above, prior to award of a contract by City Council, is strictly prohibited and the proposer shall be disqualified from consideration.**



**REQUEST FOR QUALIFICATIONS**  
City of Riverside Smart Code Specific Plan/PEIR/Northside Neighborhood Vision  
Including Master Planning Services for 179 Acres of Vacant Property

**EXHIBIT 1**

**Sample Professional Consultant Service Agreement**

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

[\*\*Enter CONSULTANT'S Name\*\*]

[\*\*Enter in Description of Services\*\*]

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

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

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

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

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

To City

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

To Consultant

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

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

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

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

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

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

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

## 11. **Indemnification.**

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

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

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

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

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

**11.4 Defense Obligation For Other Than Design Professional Liability.**

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

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

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

**12. Insurance.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.2.2 City decides to abandon or postpone the Project.

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

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

28. **Venue and Attorneys' Fees.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs thereof, including reasonable attorneys' fees. However, the recovery of attorneys' fees by the prevailing party is limited to individual actions or proceedings in which the City elects, at the initiation of that individual action or proceeding, to seek recovery of its own attorneys' fee. In no action shall an award of attorneys' fees to the prevailing party exceed the amount of reasonable attorneys' fees incurred by the City in the action or proceeding.

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

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

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

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

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

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

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

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

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

Exhibit "A" - Scope of Services

Exhibit "B" - Compensation

Exhibit "C" - Key Personnel

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

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

[\*\*CONSULTANT’S NAME\*\*],

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
\_\_\_\_\_  
[Printed Name]

Attest: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
[Title]

Certified as to Availability of Funds:

By: \_\_\_\_\_  
\_\_\_\_\_  
[Printed Name]

By: \_\_\_\_\_  
Finance Director

\_\_\_\_\_  
[Title]

Approved as to Form:

By: \_\_\_\_\_  
Deputy City Attorney

**EXHIBIT "A"**

**SCOPE OF SERVICES**

**EXHIBIT "B"**  
**COMPENSATION**

**EXHIBIT "C"**

**KEY PERSONNEL**