

RFP 1645

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

\*\*\*\*\*

Proposals are to be submitted to the Purchasing desk located on the 6<sup>th</sup> floor of City Hall, 3900 Main Street, Riverside, CA no later than August 29, 2016 before 4:00pm. The time and date are fixed and extensions will not be granted. Proposals not received before the bid event time will not be accepted.

\*\*\*\*\*

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

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

Bidder’s Name & Address

City of Riverside  
Purchasing Dept.  
Attn: Art Torres (RFP 1645)  
3900 Main Street  
Riverside CA 92522

RFP No.: RFP 1645

Due: 8/29/2016

Before: 4:00pm

Project: Festival of Lights Security and Logistics

# **REQUEST FOR PROPOSAL #1645**

**Event Security and Logistics  
For  
2016 Festival of Lights Event**

**Issued by:  
City of Riverside Museum & Cultural Affairs Department**

**3580 Mission Inn Avenue  
Riverside, CA 92501  
951-826-5273  
[Specialevents@riversideca.gov](mailto:Specialevents@riversideca.gov)**

**SERVICE DESCRIPTION:**

Provide event security and logistics for the annual Festival of Lights.

**CONTACT PERSON:**

Meghan Eastin, Project Coordinator  
 Museum and Cultural Affairs Department  
 (951) 826-5663 Office  
 Email: [meastin@riversideca.gov](mailto:meastin@riversideca.gov)

**PROPOSALS DUE BEFORE:**

4:00 P.M., Monday, August 29, 2016

**NON-MANDATORY  
SITE WALK:**

9:00 A.M., Tuesday, August 23, 2016  
 At Riverside Metropolitan Museum  
 3580 Mission Inn Avenue

***Introduction***

The City of Riverside is proud to host the 24<sup>th</sup> Annual Festival of Lights Switch-On Ceremony on Friday, November 25, 2016 and the 2016 Festival of Lights to be held Saturday, November 26, 2016 through Saturday, January 7, 2017. Each year the event draws visitors from all over the region and attendance continues to increase each year.

Switch-On Ceremony takes place on November 25, 2016 from 8:00 am to midnight. The event has two components the Switch-On Ceremony on November 25, 2016 that attracts over 60,000 visitors. The footprint for this event differs from the remainder of the Festival days. The Festival footprint is reduced beginning November 26, 2016 through January 7, 2017.

**Switch-On Ceremony:** Set up for the event begins at 7:00 am and includes street closures, participating vendors' arrivals including service vendors. Attendees arrive beginning noon and may want to reserve seating for the firework show later that evening. The event includes up to approximately twenty (20) food/retail vendors, attractions, entertainment, and a firework show in conjunction with the Mission Inn lighting. Media is expected throughout the day.

**Festival:** the remainder of the Festival takes places daily starting November 26, 2016 to January 7, 2016. The Festival includes food/retail vendors, entertainment, attractions, artisan collective, and Santa Claus house. Other activities and attractions may be included. Street closures will take place at various locations within the event footprint. Some street closures will be permanent during the duration of the entire event and others will only take place on weekends, Thursday-Sunday.

## *Scope of Services*

### **EVENT SECURITY AND LOGISTICS:**

1. Consultant/Company must provide a plan for event security and logistics for Switch-On Ceremony. The plan must include pedestrian safe walkways, security at street closures including security checkpoints, and security services at minimum. The City welcomes all recommendations to enhance the security of the event.
2. Security Guard services for the duration of the event is required as well as after hour pre-event security guards during installation of all attractions. Security Guard services are required from November 14, 2016 through January 11, 2017.

### **DESCRIPTION OF SECURITY GUARD SERVICES:**

1. Contractor is required to have all required licenses and permits to perform services. Contractor and assigned personnel shall possess all licenses and permits required by the California Department of Consumer Affairs, Bureau of Security and Investigative Services.
2. Contractor shall maintain 24-hour communications accessible to City Staff.
3. Contractor must agree to assign an experienced account manager who shall be responsible for assuring that all requirements described herein are fulfilled. This person must be a proven manager, who will be able to interact effectively with City Staff. The account manager shall have access to company resources, such as electronic databases and other automated systems necessary to uphold the contract.
3. Supervision of assigned personnel shall be provided on a daily basis. Supervisors shall be available to City Staff. Supervisors shall conduct on-site inspections of assigned personnel by at least twice per week or as requested by City Staff. Supervisors shall have prior security experience.
4. Assigned personnel shall arrive at work well groomed, in a professional manner, and in the appropriate uniform of the company - complete with badge, company designation patch, nametag, and required communications equipment. Uniforms shall be in respectable condition, fitted properly, cleaned, pressed, and present a professional appearance. Assigned personnel shall not lean against walls, stand with their hands in their pockets, or adopt an unprofessional conduct or posture.
5. Assigned personnel shall respond to emergencies of every variety requiring immediate action or assistance. Assigned personnel shall call for assistance (911) when necessary. Assigned personnel shall report all emergencies to the designated emergency responder(s) as instructed by City Staff.

6. Contractor shall furnish a written report for each incident of injury, security or law violation. Contractor shall furnish a written report within one day of the incident to the City Staff.
7. Typical duties of the security guards at the Festival of Lights include, but are not limited to, the following:
  - Monitoring admittance of personnel and authorized visitors to secured attractions and vendor booths.
  - Making rounds of inspection to determine that fences and gates are properly closed and/or locked or otherwise properly secured.
  - Preventing trespass on, damage to, or theft of Festival of Lights property. Including all attractions, decorations, and booths.
  - Enforcing security regulations
  - Interacting in a professional manner with the public
  - Be a visible presence in the along the entire footprint of the event.
  - Traffic-control duties may be included at some assignments
  - Respond to requests by City Staff.
  - Report any unsafe or dangerous conditions or circumstance to the City Staff.
8. Contractor and assigned personnel shall cooperate with law enforcement officers from the City of Riverside.
9. One security guard on each shift should maintain a daily field activity report, summarizing the significant events that occurred during the shift.

## *Inquiries*

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

Meghan Eastin, Project Coordinator at [meastin@riversideca.gov](mailto:meastin@riversideca.gov)

The final day for the receipt of questions from the Proposer shall be before 4:00 pm on August 24, 2016. To ensure fairness and avoid misunderstandings, all communications must be in written format and addressed only to the individual set forth above. Any verbal communications will not be considered or responded to. Written communications should be submitted via e-mail to the address provided above. All questions received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the RFP that will be posted on the City's website. Any communications, whether written or verbal, with any City Council member, RPU Board member or City staff other than the individual indicated above, prior to award of a contract by City Council, is strictly prohibited and the Proposer shall be disqualified from consideration.

### ***Addenda & Notifications***

Unless otherwise specified, any addenda issued during the time of bidding must be acknowledged by signing each addendum, which will be made part of the contract. Addenda notifications will be provided to those subscribed to the Electronic Bidder's List via email.

### ***Proposal Information and Submittal***

All prospective Proposers submitting a proposal must be subscribed to the Electronic Bidder's List for that RFP. If the Proposer is not listed on the Electronic Bidder's List by subscribing at [www.riversideca.gov/bids](http://www.riversideca.gov/bids) then the proposal will be considered non-responsive and given no further consideration. Additionally, the proposal must be submitted under the same company name as used to subscribe to the RFP on the Electronic Bidder's List.

### ***Proposal Submittal***

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

Bidder's Name & Address

RFP No.:1645

Due: August 29, 2016

Before: 4:00 p.m.

Project: Festival of Lights Security and Logistics

City of Riverside; Purchasing Dept.  
Attn: Art Torres (RFP No. 1645)  
3900 Main Street  
Riverside CA 92522

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

## ***PROPOSAL FORMAT AND CONTENT***

Proposals should be prepared in such a way as to provide a straightforward, concise presentation adequate to satisfy the requirements of this RFP. Responses should emphasize the Proposer's demonstrated capability to perform work of this type. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on completeness and clarity.

The preferred Proposal must be formatted as an 8-1/2" x 11" document, typed and arranged/divided in the following sequence to facilitate evaluation:

- Cover Letter
- Company/Individual Information
- Experience and References

**Proposals must include the attached spreadsheet (Attachment A) with hourly rates for security. If spreadsheet is missing proposal will not be considered. The total lump sum for all services including security and logistics must be provided as well.**

### **Cover Letter**

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

### **Company/Individual Information**

This section should include contact person information, address and telephone number. Also include key staff or organizations that will be part of the logistical and technical support services. Any supplemental information that Proposer believes may be pertinent to the selection process may be provided.

Company/individuals must have two (2) years of experience under the same company name. Must provide documentation that proves operation under the same name for the two (2) years.

### **References and Experience**

Provide at least three (3) references, within the past five (5) years/seasons, of clients for whom services have been performed that are comparable in quality and scope to that specified in this

RFP. The references shall include names, addresses and telephone numbers of the clients for whom the prior work was performed, and include an explanation of the services provided to these clients. Negative references may result in a reduction of points to proposals.

## Proposal Selection

The City reserves the right, without qualification, to:

- a. Reject all proposals; and
- b. Exercise discretion and apply its judgment with respect to any proposals submitted.

All proposals become the property of the City. Final disposition will be made according to the policies thereof, including the right to reject all proposals.

## Selection Procedure

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

- a. A Screening and Selection Committee (“Committee”), composed of City staff, will be assembled to evaluate the proposals submitted by the prospective Consultants.
- b. The Committee will select proposals which qualify based on the following factors:
  1. Experience of the Consultant, staff and/or subcontractors selected to provide event security and logistics;
  2. Record of the Consultant’s accomplishments in providing event security and logistics.
- c. The Committee will rank the Consultants and recommend the Consultant to be used for the Festival of Lights event security and logistics. Fee negotiations will only take place with the most qualified Consultant based on the proposed Scope of Service.
- d. If a contract for the Festival of Lights event security and logistics cannot be negotiated within the budgeted amount for the project, negotiations with the designated Consultant shall be terminated in writing and negotiations shall be started with the next most qualified Consultant.
- e. A contract for the Festival of Lights event security and logistics will be brought to the Museum & Cultural Affairs Department for its approval. City staff shall notify the selected Consultant of the final approval of the contract for the Festival of Lights event security and logistics by the Museum & Cultural Affairs Department.

## Proposal Evaluation Criteria

The City intends to engage the most qualified Consultant available for this assignment. It is imperative that the Consultant’s proposal fully address all aspects of this RFP. It must clearly express the Consultant’s understanding of the City’s specific requirements and indicate the Consultant’s qualifications to perform the services in a thorough and efficient manner.

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

- a. Cost of Services; (30%)
- b. References (5%);
- c. Demonstrated ability to provide the Festival of Lights Entertainment event security and logistics (30%);
- d. Consultant's experience, reliability and expertise (20%);
- e. Proposal conciseness and clarity in understanding the City's needs and defining a work plan, procedures, training, education, initiative and responsiveness for satisfying those needs (10%);
- f. The City's past experience with Consultant (5%).

### **Contract Terms**

The City reserves the right to withdraw this RFP at any time without prior notice or to reject any or all of the proposals submitted. Further, the City makes no representation that any agreement will be awarded to any Consultant responding to this RFP.

The City shall not be liable for any costs and expenses incurred by the Consultant in preparing and submitting a response to this RFP.

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

- a. Business Tax Registration and City Business License requirements;
- b. Scope of Services;
- c. Identification of personnel, contractors and subcontractors;
- d. No substitution of key personnel without prior written approval by the City.

Method of Compensation will be in accordance with terms and conditions of a successfully negotiated Professional Consultant Services Agreement for the Festival of Lights event security and logistics for the Museum.

The contract, if awarded, will include the Scope of Services and a not-to-exceed contract price as negotiated with the selected Consultant. Terms of agreement are non-negotiable. Please see sample agreement. Agreement must be awarded with 90 days of the proposal due date.

### **Insurance Requirements**

Prior to the City's execution of the Agreement, Consultant will need to provide the following insurance:

**Workers' Compensation Insurance.** 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.

**Commercial General Liability and Automobile Insurance** 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. 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.

**Errors and Omissions Insurance.** 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.

**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.

**PLEASE SEE THE SAMPLE AGREEMENT FOR INFORMATION ON INSURANCE REQUIREMENTS.**

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 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

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

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

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

25.2.2 City decides to abandon or postpone the Project.

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

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

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

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, 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**