REQUEST FOR PROPOSALS

GENERAL SCOPE, BACKGROUND, PROPOSAL INSTRUCTIONS, PANEL SELECTION and CONTRACT AWARDS for a Real Estate Appraiser’s Panel

RFP No. 5

RFP Issued: March 22, 2012
Proposal Due: April 6, 2012 (Unless otherwise notified)

Issued by:

Housing Authority of the City of Riverside
3900 Main Street, 5th Floor
Riverside, CA 92522
Phone: (951) 826-5649 Fax: (951) 826-5744
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EXHIBIT A – Insurance Requirements
EXHIBIT B – Sample Professional Consultant Service Agreement
1. Introduction/Purpose

The Housing Authority of the City of Riverside (Housing Authority) invites any experienced, qualified and licensed Real Estate Appraiser (Consultant) to submit a proposal to provide services for the Neighborhood Stabilization Program (NSP 1, 3, and/or subsequent Federal, State, or Locally funded programs).

Proposals are requested from Companies that have a demonstrated ability to perform the tasks identified in this Request for Proposals (RFP).

2. Background

As of 2011, the City of Riverside had an estimated population of 306,779 and is currently ranked the 12th largest city in California. Located in the Santa Ana River Valley approximately 60 miles east of Los Angeles and 100 miles north of San Diego, the City has historic roots, a progressive outlook and a tradition of stable, elected civic leaders committed to maintaining a diversified economy, balanced land uses, quality developments and cultural amenities.

The city is home to four internationally recognized colleges and universities, including the prestigious University of California, Riverside with an expanding student population of over 19,439. Riverside is a large and diverse economy with the Inland Empire’s largest number of businesses and total jobs. Incorporated in 1883, Riverside is a Charter City with a unique blend of historic charm and modern city features. The community is rich in history, art and culture, and its residents enjoy excellent ballet, symphony, art, museums, theater and the Citrus State Historic Park. Riverside public schools are among the Inland Empire’s finest.

The City is an important financial and professional center with numerous legal, accounting, brokerage, architectural, engineering, software firms and banking institutions. The downtown is anchored by the historic Mission Inn, which has earned a reputation as the “Downtown of the Inland Empire” and the Riverside Fox Theater where the first showing of the 1939 film Gone with the Wind took place. The downtown is also home to many state government offices, the County Administrative Center and a legal complex consisting of county, state, and federal courts.

Riverside’s diverse manufacturing base includes such sectors as electrical instruments, plastics, wood and metal fabrication, food processing and recreational vehicles. Technological and manufacturing companies are supported by educational institutions offering specialized training and research partnerships. Businesses benefit from excellent freeways, rail access, high-speed fiber optic telecommunications, reasonable land and building costs, city owned electrical and water systems and a large general aviation airport. From its carefully laid out historic Mile Square to its 1924 Civic Center designed by the same planner responsible for San Francisco’s, Charles Cheney, Riverside’s citizens are proud of the city’s unique character born from a tradition of careful planning. Through the City’s Office of Historic Preservation, it is committed to preserving the past as a firm foundation for the future. Over 100 City Landmarks, 20 National Register Sites and 2 National Landmarks offer enjoyment and education to city residents and visitors.
3. Project Overview

The Housing Authority administers the NSP1 and NSP3 (Programs) on behalf of the City of Riverside (“City”). These funds are used to acquire, rehabilitate and re-sell or rent foreclosed single and multi-family residential units.

NSP requires that the negotiations for acquisition be based on an appraisal not older than 60 days at the time of contract and that properties be acquired at a discount below current appraised value. In order to meet this obligation, the Housing Authority desires to employ a panel of appraisers to determine the fair market value of properties that are acquired and rehabilitated through the Programs.

Two appraisal values will be required for each property – a pre-acquisition (“as is”) valuation and an after-rehabilitation value. These appraisals will be integral in the Housing Authority determining the initial acquisition price, rehabilitation budget and estimated re-sale price of each property. The appraisal reports must be clear and concise and provide accurate data reflecting fair market value of similar styles homes within the surrounding area.

Due to the method of acquisition rapid responses are critical. Appraisals will be made in the standard Residential Appraisal format, using the standardized forms (Uniform Residential Appraisal Report - Fannie Mae Form 1004/Freddie Mac Form 70, Sketch, Plat Map, Location Map, and Supplemental Real Estate Owned Appraisal Addendum.) All acquisitions will be voluntary sales of Real Estate Owned (REO) properties.

The panel will consist of no more than four (4) real estate appraiser companies that will enter into a Professional Services Agreement (Agreement) with the Housing Authority for a period not to exceed one (1) year, with an option to extend the contract by two one-year terms.

4. Prerequisites

Proposals will only be considered from Companies that meet the following prerequisites:

- Must possess a minimum Designation as Certified Residential Appraiser.
- Must meet the city’s insurance requirements listed in detail in Exhibit A below and provide all copies of relevant insurance certificates when submitting their proposals for verification.
- Consultant shall have at least five (5) years of experience providing real estate appraisal services for commercial, residential or municipal entities under its current business name.
- Fluency in electronic communication (e.g. e-mail/text messaging/sending and receiving .pdf files and photographs in .jpg formats). A majority of communication will occur via electronic means. All bids, e-mails, requests for clarifications and changes orders are sent and received via e-mail.

A preference will be given to those Appraisers who can demonstrate experience in apprising REO Properties / Foreclosed Residential Properties located within the City of Riverside.

A preference will be given to those Appraisers who are local to the City of Riverside.
Upon award of this RFP, the Housing Authority will require a City of Riverside Business License. The successful respondent to this RFP will enter into a Professional Services Agreement with the Housing Authority.

5. RFP Schedule of Events

The Housing Authority reserves the following rights:
- To amend, withdraw and/or cancel this RFP.
- To reject any or all responses to this RFP at any time prior to contract execution.
- To request or obtain additional information about any and all submittals.

The RFP deadline is April 6, 2012 before 3:00 p.m. Notifications of the top ranked submittals should occur by April 20, 2012.

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

All questions and requests for clarifications or interpretations must be received in writing on or before March 30, 2012.

6. General Terms and Conditions

The initial term of the contract is anticipated to be one year. At the option of the Housing Authority, two extensions of one additional year (total of three years) may be executed following satisfactory performance of the initial term and sufficient work load.

Depending upon the needs of the Housing Authority, the panel may be reevaluated on an annual basis and new pre-qualified vendors may be added, or sub-standard vendors may be removed.

The selected consultants will enter into a Professional Services Agreement with the Housing Authority (Exhibit B). The respondents must meet all insurance requirements in the Sample Agreement. All terms and conditions of the Agreement are non-negotiable. Payment of the City Business Tax is required during the term of the Agreement.

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 a successful Consultant refuses or fails to execute the Agreement, the Housing Authority may award the Agreement to the next qualified Consultant.

Payments

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.
7. **Scope of Work/Compensation**

The successful Consultants will provide the Housing Authority with resale state appraisal services consistent with established local and state law guidelines. Under the agreements, the selected Consultant(s) will provide but not be limited to providing the following scope of services:

- Provide “as-is” appraisal value using industry standard forms (identified in Section 3).
- Provide a “cost to cure” value based upon RS Means or other standard cost method of calculation.
- Provide “estimated as-repaired” value using industry standard forms (identified in Section 3).
- Provide complete appraisals in conformance with the Uniform Standards for Professional Appraisal Practices and URA Appraisal requirements of 49 CFR 24.103.
- Provide appraisal within four working days of project assignment.

8. **Proposal Content**

Proposals shall be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are not necessary or desired. Emphasis should be placed on completeness and clarity of content.

All proposals must be typed and/or electronically prepared and printed. Proposals missing requested information will be considered incomplete and may be ineligible. Proposals shall be limited to twenty (20) pages. Resumes and Consultant qualification brochure data may be added to the 20-page proposal, provided they are located an Appendix at the back of the proposal.

The Proposal content should include the following:

8.1. **Cover Letter**

The cover letter shall: 1) confirm that all elements of this RFP have been reviewed and understood; 2) include a statement of intent to perform the services as outlined; 3) express Consultant’s willingness to enter into an Agreement under the terms and conditions prescribed by this RFP and in the Sample Agreement; 4) include a brief summary of Consultant's qualifications; and 5) identify a single person for possible contact during the RFP review process. The cover letter shall be limited to two (2) pages.

8.2. **Statement of Understanding of Approach**

This section should demonstrate an understanding of the scope of services. It should also include methodology used to determine fair market value of residential property which is consistent with FHA Appraisal standards and Uniform Standards for Professional Appraisal Practice.

8.3. **Organization Information**
This section shall include relevant Consultant information including the address and telephone number for the Organization’s main office and any branch offices.

Each Consultant shall identify itself as to the type of organizational entity (corporation, sole proprietorship, partnership, joint venture, etc.). Members of the Consultant’s professional team (Managers, contact person, etc.) should be identified by name and title and should include contact phone numbers. Include also major subcontractors (if any) and their degree of involvement in this program.

8.4. Qualifications and Experience

Consultant shall provide at least three (3) references, within the past five (5) years, of clients for whom services have been performed that are comparable in quality and scope to that specified in this RFP. The references shall include names, addresses, and telephone numbers of the clients for whom prior work was performed and include an explanation of the services provided. Consultant shall also provide the number of years in business within its specific field and under the current business name and/or license.

8.4.1. Evidence of Insurance

In addition, the Consultant shall provide evidence of possession of insurance. These items should be included in the proposal and clearly identified as Exhibit “A”, Evidence of Insurance and Permits.

8.5. Cost of Services

The proposed schedule of fees must be on a per unit basis, based on the residential property type (e.g. single-family, multi-family) for pre-acquisition and post-rehabilitation appraisals. Additional costs such as failed trip fees may be included.

8.6. Sample Appraisal Report

Please provide a sample copy of a previously completed single family residential appraisal containing the following forms:
- Uniform Residential Appraisal Report - Fannie Mae Form 1004/Freddie Mac Form 70
- Sketch
- Plat Map
- Location Map
- Supplemental Real Estate Owned Appraisal Addendum (not required for after rehabilitation appraisal)

9. Instructions and Schedule for Submittal of Proposals

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

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

**Submittal Method**

Submit 2 hard copies of proposal to:

Housing Authority of the City of Riverside  
3900 Main Street, 5th Floor  
Riverside, CA 92522  
Attn: Michelle Davis, Housing Program Manager

**Submittal Date:**  
Proposals are to be submitted on or before **3:00 p.m. April 6, 2012.**

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

LATE PROPOSALS WILL NOT BE CONSIDERED.

**10. Public Records**

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

If an Organization 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.
11. Evaluation Process and Criteria

The RFP will be evaluated by Housing Authority representatives. Each proposal will be evaluated using the following criteria:

- Consultant Qualifications: 10%
- Cost: 40%
- Remaining Proposal Content: 10%
- Sample Appraisal: 30%
- Total Possible: 100%

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

The most highly qualified and experienced Consultant(s) shall then enter into exclusive negotiations with the Housing Authority to formalize the Agreement, Scope of Work, and Compensation. These negotiations will address a fair and reasonable price for services and the terms of the Scope of Work. If the Housing Authority is unable to obtain a fair and reasonable price or cannot reach agreement regarding the terms for the Scope of Work, then the Housing Authority will end negotiations with that Consultant and begin negotiations with the next Consultant which best meets the needs of the Housing Authority, and so on until the Housing Authority and the Consultant reach agreement.
EXHIBIT A
INSURANCE REQUIREMENTS

The selected Organization will be required to furnish to the Authority and the City of Riverside proper evidence of the following forms of insurance coverage:

i. Workers' Compensation insurance which complies with all applicable state laws and requirements.

ii. Strategic General Liability insurance with limits not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) general aggregate for bodily injury and property damage, including coverage for contractual liability, personal injury, broad form property damage, products and completed operations.

iii. Property insurance covering all real and personal (non-expendable) property leased or purchased in connection with the Project in a form appropriate for the nature of such property, covering all risks of loss, excluding earthquake and flood, for 100% of the replacement value, with deductible, if any, acceptable to the Authority and City, naming the Authority and City as loss payee.

iv. Organization shall cause any general contractor or agent working on the Project under direct contract with the Organization to maintain insurance of the types and in at least the minimum amounts described in subsections i. and ii. Above, and shall require that such insurance shall meet all of the general requirements of subsections v., vi., and vii. Below. Subcontractors working on the Project under indirect contract with Developer shall be required to maintain the insurance described in subsections i. and ii. Above. Unless waived by Authority and City, liability insurance to be maintained by such contractors and agents pursuant to this subsection shall same as additional insured Authority and City, and its officers, agents, employees and representatives.

v. The required insurance shall be provided under an occurrence form, and Organization shall maintain such coverage continuously throughout the term of this agreement. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs are included in such annual aggregate limit, such annual aggregate limits shall be three times the occurrence limits specified above.

vi. Each insurance policy required by this agreement shall contain the following clauses:

   (1) “This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City of Riverside and Housing Authority of the City of Riverside”.

   (2) “It is agreed that the City of Riverside and Housing Authority of the City of Riverside is self-insured and any insurance maintained by it shall apply in excess of and not contribute with insurance provided by this policy.”

   (3) “The City of Riverside and Housing Authority of the City of Riverside and its officers, agents, employees, representatives and volunteers are added as additional insured as respects to operations and activities of, or on behalf of the named insured, performed under contract with the City of Riverside and the Housing Authority of the City of Riverside.”
EXHIBIT B
Sample Consultant Service Agreement
PROFESSIONAL CONSULTANT SERVICES AGREEMENT

[**CONSULTANT'S NAME**]

[**Description of Services**]

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

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

2. **Term.** This Agreement shall be effective on the date first written above unless otherwise provided in Exhibit “A” Scope of Services and the Agreement shall remain in effect until _________________, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed __________________________ ($_________) payable in accordance with the terms set forth in Exhibit “B”. Said payment shall be made in accordance with Agency’s usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to Agency at the address set forth in Section 4 hereof.

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

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

   **To Consultant**
   [**Name of Consultant or Company**]
   Attn: [**Name of Representative**]
   [**Consultant Address**]
   [**Consultant City, STATE, Zip**]
5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director’s determination is available on-line at [www.dir.ca.gov/dlsr/DPreWageDetermination.htm](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 Agency will be appointed in writing by the Agency Director to administer this Agreement on behalf of Agency and shall be referred to herein as Contract Administrator.

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

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

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

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

11. **Indemnification.**

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

A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.

B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.

C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.

D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

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

11.3 **Indemnity For Design Professional Liability.** When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the Agency and City, and their employees, officers, managers, agents, and Council Members (“Indemnified Parties”) from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or
arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Contract, notwithstanding that the Agency may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the Agency and City, and their employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: (1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or (2) any breach of the Contract by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the Agency, and with well qualified, adequately insured and experienced legal counsel acceptable to Agency. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

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

12. Insurance.

12.1 General Provisions. Prior to the Agency’s execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City’s Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.
12.1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Consultant’s indemnification obligations under Section 11 hereof.

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

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

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

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

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

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

12.3.2 Consultant’s automobile liability policy shall cover both bodily injury and property damage in an amount not less than $500,000 per occurrence and an aggregate limit of not less than $1,000,000. All of Consultant’s automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant’s performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant’s employee vehicles, non-Consultant owned vehicles and hired vehicles.

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

It is agreed that the City of Riverside and the Redevelopment Agency for the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside and/or the Redevelopment Agency 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 Agency and/or City and its sub-consultants, employees, officers and agents for services performed under this Agreement.

b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the Agency and/or City.

12.4 Errors and Omissions Insurance. Prior to Agency’s execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of $1,000,000 to protect the Agency from claims resulting from the Consultant’s activities.
12.5 **Subcontractors’ Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss, that may be caused by the subcontractors’ scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon Agency’s request, Consultant shall provide Agency with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

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

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

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

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

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

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of Agency upon Agency’s compensation to Consultant for its services as herein provided. Consultant shall not release to others information furnished by Agency without prior express written approval of Agency.
19. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit “C”, represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit “C” have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the Agency an affidavit disclosing any such interest.

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

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

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

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

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

24.1 Other than as stated below, Agency shall give Consultant thirty (30) days prior written notice prior to termination.
24.2 Agency may terminate this Agreement upon fifteen (15) days written notice to Consultant, in the event:

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

24.2.2 Agency decides to abandon or postpone the Project.

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

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

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

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

29. **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.

30. **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.

31. **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.

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

32.1 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.

32.2 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.

32.3 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.

33. **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

[Signatures on next page]
IN WITNESS WHEREOF, Agency and Consultant have caused this Agreement to be duly executed the day and year first above written.

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

By: __________________________
   Executive Director

Attest: __________________________
   Agency Secretary

CERTIFIED AS TO FUNDS AVAILABILITY:

By: __________________________
   Assistant City Manager/Chief Financial Officer

APPROVED AS TO FORM:

By: __________________________
   Agency General Counsel

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

By: __________________________

[Printed Name]
[Title]

[Printed Name]
[Title]
Exhibit “A”

Scope of Services
Exhibit “B”

Compensation
Exhibit “C”

Key Personnel