

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

LAS COLINAS ENGINEERING dba LAS COLINAS ELECTRICAL

[Furnishing, Delivering and Installing 144-Cell, PowerSafe DDmP 100-25 Stationary Batteries  
for Springs Generation; RFP No. 1788]

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this 15th day of April, 2018 ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and LAS COLINAS ENGINEERING dba LAS COLINAS ELECTRIC, a sole proprietorship ("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 Furnishing, Delivering and Installing 144-Cell, PowerSafe DDmP 100-25 Stationary Batteries for Springs Generation ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until December 31, 2018, 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 One Hundred Twenty-Two Thousand Nine Hundred Sixty-Seven Dollars and Twenty Cents (\$122,967.20), 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

Public Utilities Department  
City of Riverside  
Attn: James Perez  
5901 Payton Avenue  
Riverside, CA 92508

To Consultant

Las Colinas Engineering  
dba Las Colinas Electricial  
Attn: Luis Calderon  
3490 Laurel Avenue  
Rialto, CA 92377

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. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant’s professional negligence based on the percentage of Consultant’s liability. 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, military and veteran status, 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

LAS COLINAS ENGINEERING  
dba LAS COLINAS ELECTRICAL,  
a sole proprietorship

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

By: Luis A Calderon

Luis Antonio Calderon  
[Printed Name]  
Project Manager / Owner  
[Title]

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

Certified as to Availability of Funds:

By:  \_\_\_\_\_  
Chief Financial Officer

By: \_\_\_\_\_

\_\_\_\_\_  
[Printed Name]  
\_\_\_\_\_  
[Title]

Approved as to Form:

By: Susan Allison  
Assistant City Attorney

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

- Provide 120 PowerSafe DDmP 100-25 Stationary Batteries or EnerSys DDmP100-25 1200Ah@8hr rate to 1.75vpc at 77F, 120VDC batteries or equivalent systems. Replacement batteries should be a direct fit to the existing system.
- Provide 24 PowerSafe DDmP 100-25 Stationary Batteries or EnerSys DDmP100-25 1200Ah@8hr rate to 1.75vpc at 77F, 24 VDC batteries or equivalent systems. Replacement batteries should be a direct fit to the existing system.
- Provide labor, tools and equipment to replace to the existing battery cells and terminal bars.
- Contractor will test and commission new batteries. Commissioning shall include performing battery capacity testing in accordance with the latest revision of IEEE 1188. In addition, the commissioning should include the following:
  - a) Performing resistance measurement for all bolted connection and intercell connection;
  - b) Measuring the charger float voltage and equalizing voltage levels and adjusting battery charger settings if needed to comply with the recommended float and equalizing voltage recommended by battery manufacturer;
  - c) Measure cell voltage and total battery voltage;
  - d) Check that bolt-torque level are in accordance with manufacturer's published data. In the absence of manufacturer's published data, use NETA ATS Table 100.12. (7.18.1.3.9.2)
- Contractor will recycle existing old batteries. The expected recycling credit should be itemized on the proposal.
- Contractor to comply with State regulations on hazardous waste.
- Contractor to comply with Cal OSHA regulations and plant specific safety policies.
- Work to be conducted during normal work hours. M-F 0700 to 1530 hrs.
- Contractor to provide a detailed cost breakdown that includes shipping and taxes.
- Warranty on all supplied Labor and Materials should not be less than one year.

The selected Company shall provide the services required in Exhibit A, Scope of Services, attached hereto and incorporated herein.

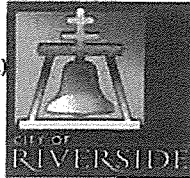
The City will be responsible for:

- Providing Lock out and Tag out Equipment
- Providing 110 VAC
- Providing Plant Compressed Air at 125 psi

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



3490 Laurel Avenue  
Rialto, CA 92377  
Office Phone - Fax (909-543-6092)



Quotation For:  
City of Riverside  
Public Utilities Department  
3900 Main Street  
Riverside, California 92522

# QUOTE

4/11/2018  
LCE-LC -03162018  
RFP No. 1788  
4/28/2018

Tina Calderon - Sales

**LAS COLINAS ENGINEERING**  
DBA- Las Colinas Electrical  
California State License Board # 1009712  
C-10 - Electrical Contractor  
DUNS#: 832513274  
CAGE#: 5SCE6

## Comments or Special Instructions:

Furnishing, Delivering and Installing 144-Cell, PowerSafe DDmP 100-25 Stationary Batteries for Springs Generation

RFP No. 1788

SALESPERSON	REFERENCE	FREIGHT	PAYMENT TERMS	LEAD TIME
TINA CALDERON	RFP No. 1788	GROUND	NET 30	8-9 WEEKS ARO

QUANTITY	DESCRIPTION	Price each	Sub-Total
120	EnerSys DDmP100-25 1200Ah@8hr rate to 1.75vpc at 77F, 120VDC system - Custom configuration Lead Time 8-9 Weeks ARO Subject to change	\$ 605.53	\$ 72,663.55
24	EnerSys DDmP100-25 1200Ah@8hr rate to 1.75vpc at 77F, 120VDC system - Custom configuration - Integrated with the 120V stack Lead Time 8-9 Weeks ARO Subject to change	\$ 605.53	\$ 14,532.71
2	Installation of 144 cells as a 24V and 120V DDmP100-25 strings, M-F 9-5, using temp batteries. Includes fork lift. Includes removal and disposal of existing batteries, M-F 8-5pm	\$ 10,530.00	\$ 21,060.00
2	Capacity testing (in warehouse) to factory specification (usually 2-4 hour rate)	\$ 2,184.00	\$ 4,368.00
1	MATERIAL SCRAP credit based on actual weight of removed batteries - Disposal - includes certificate of disposal \$4,251	\$ (4,251.00)	
	"TAXES CALCULATED FOR EQUIPMENT ONLY!"	\$ -	\$ -
	If you need tax on labor please advise.	\$ -	\$ -
1	FREIGHT	\$ 7,336.23	
Material Sub Total			\$ 87,196.26
Material SCRAP CREDIT			\$ (4,251.00)
Material Total			\$ 82,945.26
Labor Total			\$ 25,428.00
TX RATE			8.75%
Material TAX			\$ 7,257.71
FREIGHT			\$ 7,336.23
GRAND TOTAL			\$ 122,967.20

**MAKE ALL CHECKS PAYABLE** Payment terms: Net 30 days  
**Las Colinas Engineering** Payment terms: Net 30 days  
**3490 LAUREL AVENUE, RIALTO, CA 92377** Payment terms: Net 30 days  
**Office / Fax 909-543-6092**  
**luis@lascollinasengineering.com**

**EXHIBIT "C"**

**KEY PERSONNEL**

Luis "Luie" Calderon  
3490 Laurel Avenue  
Rialto, CA 92377  
[LUISC@LASCOLINASENGINEERING.COM](mailto:LUISC@LASCOLINASENGINEERING.COM)  
Office: (909) 543-6092  
Cell: (909) 827-7430



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hunter Insurance Services, Inc 9855 Prospect Ave Suite D Santee CA 92071		<b>CONTACT NAME:</b> Brandon Sekamoto <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> brandon@hunteronline.com	
<b>INSURED</b> Las Colinas Engineering DBA: Las Colinas Electrical 3490 Laurel Ave Rialto CA 92377		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> United Specialty Insurance Company NAIC # 12537 <b>INSURER B:</b> United Financial Casualty Company 11770 <b>INSURER C:</b> State Compensation Insurance Fund 35076 <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED (Y/N)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PRO-JECT</b> <input type="checkbox"/> <b>LOC</b> OTHER:	Y	N	SI10517B226680	04/27/2018	04/27/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000	
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> <b>ANY AUTO</b> <input type="checkbox"/> <b>OWNED AUTOS ONLY</b> <input checked="" type="checkbox"/> <b>SCHEDULED AUTOS</b> <input checked="" type="checkbox"/> <b>HIRED AUTOS ONLY</b> <input checked="" type="checkbox"/> <b>NON-OWNED AUTOS ONLY</b>	Y	N	075712980	04/27/2018	04/27/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>OCCUR</b> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <b>DED</b> <b>RETENTION \$</b>						EACH OCCURRENCE \$ AGGREGATE \$	
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	N	9207012018	03/23/2018	03/23/2019	<input checked="" type="checkbox"/> <b>PER STATUTE</b> <input type="checkbox"/> <b>OTHER</b> EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named additional insured, per attached endorsement.

<b>CERTIFICATE HOLDER</b> Public Utilities Department; City Of Riverside Attn: James Perez 5901 Payton Avenue Riverside CA 92508	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> Mark Hunter
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**ENDORSEMENT TO POLICY NO. 10b**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**UNITED SPECIALTY INSURANCE COMPANY**

**COMMERCIAL GENERAL LIABILITY POLICY**

**BLANKET ADDITIONAL INSURED  
INCLUDING PRIMARY COVERAGE AND WAIVER OF SUBROGATION**

The section of the policy entitled II. – **WHO IS AN INSURED** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. The coverage afforded by this endorsement is only;

- (1) with respect to liability of the **Additional Insured** in connection with the original **Named Insured's** ongoing operations performed for said **Additional Insured**; and
- (2) only if the **Additional Insured** performs all obligations required under the **Policy**.

The coverage afforded to an **Additional Insured** is limited to a claim made for a **Covered Loss** not covered by other insurance available to an **Additional Insured**, and is limited by **SECTION IV. – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance**, b., of the policy, which provision applies equally to an **Additional Insured** and is made a part of this Endorsement.

Other than as expressly modified herein, coverage for the **Additional Insured** is governed by the terms and conditions of this policy, including the insuring agreement. No coverage is afforded under the "products-completed operations hazard" for an **Additional Insured** pursuant to this endorsement. The coverage afforded to an **Additional Insured** under this endorsement ends as of the date of completion, abandonment or termination of the work of the original **Named Insured** at any jobsite, project or structure.

The "work" of the original **Named Insured** will be deemed completed as of the date all work, including materials, parts or equipment furnished in connection

with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or when that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization, including another contractor or subcontractor engaged in performing operations as part of the same project.

The coverage provided for the **Additional Insured** is only to the extent that the additional insured is held liable for the negligence or strict liability of the **Named Insured**. No coverage is provided for liability based upon the acts, errors and omissions of the **Additional Insured**.

No coverage is provided to an **Additional Insured** for damages because of "bodily injury" to an employee of the original **Named Insured**, whether suit is brought or claim is made by the employee or the parent, spouse, child or sibling of such employee, or any entity seeking damages because of injury to such employee.

If required by written contract: the insurance afforded by the policy to the **Additional Insured** shall be primary insurance, and any insurance or self-insurance maintained by the above **Additional Insured** shall be excess of the insurance afforded to the **Named Insured** and shall not contribute to it.

If required by written contract or agreement: We waive any right of recovery we may have against an entity that is an **Additional Insured** per the terms of this endorsement because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization.

Except as set forth above, all of the terms, conditions, and exclusions of this policy apply and remain in effect.

Policy No.: SII0517B226680

Date 04/27/2018

Time: 12:01 a.m.

United Specialty Insurance Company  
3250 Grey Hawk Ct, Ste. Z  
Carlsbad, CA 92010  
By:

  
Authorized Representative

Policy number: 07571298-0

LUIS CALDERON  
XIOMARA CALDERON

### Business information

Business type	Sub business type	Other
Construction-Special Trade Contractors	Electrical Contractor	
Applicant	Employer ID number	
Individual/Sole Proprietor		

How much does the insured spend annually for all vehicles leased, hired, rented or borrowed that are not listed? \$5,000 or less (if any)

Number of employees in the insured's business: 0-10

Does the applicant have a USDOT Number? No

If a USDOT Number is obtained in the future, it must be provided to Progressive.

### Additional policy questions

1. Year the current business was established: 2016

2. Does the insured currently have General Liability Insurance or a Business Owners Policy? General Liability Insurance

Failure to provide (fax) proof of current General Liability or Business Owners Policy Insurance may result in change in premium.

3. Premise type your tow business operates from: Unknown

### Premium discount

Policy	
07571298-0	Package

### Additional Insured information

Additional Insured:	CITY OF RIVERSIDE
	5901 PAYTON AVE RIVERSIDE, CA 92508

### Prior insurance questions

Prior insurance:	Yes
Policy number:	123456789
Effective dates of coverage:	Oct 27, 2017 to Apr 27, 2018
Has applicant had continuous coverage for at least one year?	Yes
Bodily injury limits:	250/500

### Underwriting questions

Does the applicant require any Waivers of Subrogation? Yes If yes, how many? 1  
(Attach list of names and addresses)

How many Additional Insureds are required? 1

Are any state or federal filings required? No