PROFESSIONAL CONSULTANT SERVICES AGREEMENT

INTER-PACIFIC SYSTEMS, INC.

On-Call Public Works Electrical Maintenance and Repair Services
(RFP No. 2177)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2022 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and INTER-PACIFIC SYSTEMS, INC., an Illinois corporation authorized to do business in California ("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 On-Call Public Works Electrical Maintenance and Repair Services (RFP No. 2177) ("Project").

2. **Term**. This Agreement shall be effective on the date first written above and shall remain in effect from July 1, 2022, through June 30, 2023, unless otherwise terminated pursuant to the provisions herein. The term may be extended by mutual consent of the parties for four (4) additional one (1)-year terms. All such extensions/amendments shall be made in writing and approved by the parties.

3. **Compensation/Payment**. Consultant shall perform the Services under this Agreement for the total sum not to exceed Sixty Thousand Dollars ($60,000.00), 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. If the term of the Agreement is extended, Contractor's compensation for the extended term shall be mutually agreed upon in writing by the parties. For any extension of this Agreement the annual compensation shall be increased by the CPI for the Los Angeles-Riverside area, but in no event shall the increase be more than 2.5 percent.

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 Works Department
City of Riverside
Attn: Jessica Gordon
3750 University Avenue, Third Floor
Riverside, CA 92501

To Consultant

Inter-Pacific Systems, Inc.
Attn: Alex Tran
1421 Edinger Avenue, Unit A
Tustin, CA 92780

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

6. **Contract Administration**. A designee of the 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 the Superior Court, 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

By: _____
City Manager

Attest: _____
City Clerk

Certified as to Availability of Funds:

By: _____
Chief Financial Officer

Approved as to Form:

By: _____
Senior Deputy City Attorney

INTER-PACIFIC SYSTEMS, INC.,
An Illinois corporation authorized to do business in California

By: _____

[Printed Name]
RICHARD Y. KUIC, PRES
KATHLEEN KUIC, SECRETARY

[Title]

By: _____

[Printed Name]

[Title]

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT A - SCOPE OF SERVICES

1. Proposed Costs

The prices and lump sum amounts to be paid shall include full compensation for furnishing all labor, materials, supplies, tools, equipment and incidentals necessary to complete the work under the Contract. This shall include the Contractor's costs involved with bonding, insurance, worker's compensation, overhead, financing, permit fees, mobilization, traffic control, public convenience and safety, protective barricading, storage of equipment and materials, security against theft and vandalism, project site maintenance, dust and water control, clean-up and all other items incidental to the work.

2. Work to be Done by Contractor

The scope of work includes, but is not limited to, the following:

- Provide staff and services on an on-call, as-needed basis.
- Provide electrical, instrumentation, and control design and/or construction for repair and replacement of Public Works' Infrastructure.

Typical projects may include:

- Check and repair GFI outlets
- Check and repair lighting under freeway bridges
- Repair and or replace irrigation pedestals due to traffic accidents
- Repair lighting throughout the downtown mall area along Main Street
- Troubleshoot electrical issues and give the most cost effective and sustainable repair solutions
- Repairs and checks to other electrical issues as assigned

3. Service Availability

Contractor shall provide on-call service 24-hours per day, seven days per week with a response time not to exceed the following:

Emergencies – 2 hour response time
Routine Requests – 24-hour response time

Time to respond shall start when the City calls the problem in to the Contractor.

4. Performance of the Work.

Contractor shall, at its own cost and expense, furnish all necessary materials, labor, transportation, and equipment for doing and performing work required under this RFP.

Contractor agrees that all services performed hereunder shall be provided in a manner commensurate with the highest professional standards and shall be performed by qualified and experienced personnel; that any work performed by Contractor under the Contract will be performed in the best manner; that any material furnished shall be subject to the approval of the Landscape Maintenance Inspector; and that both work and materials will meet fully the requirements of this RFP.

Contractor shall not assign or delegate the duties or obligation under this Contract or its

Interest therein in whole or in part without the prior written consent of the City, which may be withheld at the City's sole discretion.

Work shall be continued at all times with such force and equipment as will be sufficient to complete it within the specified time frames. The Contractor expressly proposes that it has taken into consideration and made allowances for all ordinary delays and hindrances to the work to be performed and that it will complete the work within the specified time frames.

5. **Quality of Work.**

A. All materials must be of the specified quality and equal to approved samples, if samples have been required.

B. All work shall be done and completed in a thorough, professional manner, notwithstanding any omission from this RFP, and it shall be the duty of the Contractor to call attention to apparent errors or omissions and request instructions before proceeding with the work. The Urban Forester Manager may, by appropriate instructions, correct errors and/or omissions, which shall be binding upon the Contractor as though contained in the original RFP.

C. All work performed under this RFP will be inspected by the Landscape Maintenance Inspector.

D. All work performed within the rights of way of the City, County, or State shall meet the requirements of the agency having jurisdiction.

E. All materials furnished and all work done must be satisfactory to the Urban Forester Manager. Work, material, or equipment not in accordance with this RFP, in the opinion of the Urban Forester Manager, shall be made to conform thereto. Unsatisfactory materials and equipment will be rejected, and if so, ordered by the Urban Forester Manager, shall, at the Contractor's expense, be immediately removed from the vicinity of the work.

6. **Changes Initiated by City.**

The City reserves the right to make such alterations, deviations, additions to or deletions from the RFP, including the right to increase or decrease the frequencies of any item of work, or to add or omit any item of work or area maintained, and to require such changes in the work as are determined by the Urban Forester Manager to be necessary or advisable for proper completion or construction of the whole work contemplated.

In the event City desires to add additional square footage or sites to the Maintained Areas, these additions shall be made at the rates listed in Contractor's Compensation Schedule (Exhibit E).

7. **Changes at the Contractor's Request.**

If the Contractor, on account of conditions developing during the progress of the work, finds it impracticable to comply strictly with the RFP and/or the Contract Documents and applies in writing for a modification, such change may be authorized by the Urban Forester Manager if not detrimental to the work and if without additional cost to the City.

8. Protection of Property.

All public and private property or improvements shall be safely guarded from damage or loss in connection with this Contract by the Contractor at all times. Should any facility, structure, or property be damaged during operations of the Contractor, it shall immediately notify the proper owners or authorities. The Contractor shall pay all damages and losses incurred.

9. Deficiencies/Corrections Timeframes.

The Contractor shall redo at its own expense any part of the work that has been improperly executed, even though it has been included in the monthly estimates. If Contractor refuses or neglects to redo such defective work, prior to acceptance of the work, it may be performed by the City at the expense of the Contractor, plus 30% for overhead expenses, and Contractor's sureties shall be liable.

The City may withhold and/or deduct payment to such extent as may be necessary to protect the City from loss due to any of the following (list is not fully inclusive):

A. Work or expenses required in the RFP, which are defective, incomplete, or not performed.

B. Claims filed or reasonable evidence indicating probable filing of claims for damages caused by the Contractor to private or public property.

C. Costs incurred by the City due to extra administration and/or inspection times.

D. Failure to notify the City of damage or vandalism, costs for any remedial work in excess of the original cost for repairs may also be deducted and withheld from payments.

Any action taken by the City pursuant to this Article shall not be construed as a penalty but as an adjustment of payment to the contractor for the purpose of recovering the costs incurred by the City due to the failure of the Contractor to comply with the provisions of the Contract documents.

Materials furnished and work done under the Contract will be subject to rigid inspection. Work or material that does not conform to these Project Specifications, although accepted through oversight, may be rejected at any stage of the work. Whenever the Contractor is permitted or directed to do work during regular City business hours or to vary the period during which work is carried on each day, it shall give the Urban Forester Manager due notice, so that inspection may be provided. Such work shall be done under regulations to be furnished in writing by the Urban Forester Manager.

10. Communications Regarding the Work.

A. Written Communication
After award of the Contract, all communications regarding the work covered by this RFP shall be addressed and ***emailed*** to your assigned Landscape Maintenance Inspector.

B. Photographs
Written communications should include photographs to document the following:

1. Work completed
2. Vandalism or thefts
3. Other work as deemed necessary

All photographs must be stamped with the date, time and location (street names - not coordinates).

11. Contractor's Responsibilities for Losses or Liabilities

A. Risk of Loss:
Except as otherwise provided in the Contract Documents and except as to the cost of repair or restoration of damage to the work caused by force majeure, the Contractor shall bear all losses resulting from the amount or character of the work, or from any unforeseen obstructions or difficulties which may be encountered, or from any encumbrances on the line of the work, or because the nature of the work is different from what is assumed. The Contractor shall bear the risk for any City equipment, material, or supplies with which it has been entrusted. "Force majeure" shall include, but not be limited to, declared or undeclared war, sabotage, insurrection, riot, or other acts of civil disobedience, labor disputes, fires, explosions, floods, earthquakes or other acts of God.

B. Materials and Facilities:
The Contractor shall be responsible for materials and facilities as hereinafter provided and in the event of its failure to carry out said responsibilities, the same may be carried out by the City at the expense of the Contractor:

1. The Contractor shall be responsible for any materials so furnished and for the care of all work until its completion and final acceptance. Contractor shall at its own expense replace damaged or lost materials and repair damaged parts of the work.

2. The Contractor shall protect City facilities from damage resulting from its work. City facilities damaged by, or because of, the Contractor's work under this Contract shall be repaired or replaced, as directed by the Urban Forester Manager, at the Contractor's expense.

3. The Contractor shall remove from the vicinity of the completed work all rubbish, unused material, and other materials belonging or used under its direction during work.

4. All damages that, in the City's opinion, are due to the Contractor's operations shall be repaired at the Contractor's expense.

11. Subcontractors

If using subcontractors, the following shall apply:

A. All subcontracts, if any, shall contain a reference to the Contract between the City and the Contractor, and the terms of the Contract and all parts thereof shall be made part of each subcontract insofar as applicable to the work covered thereby.

B. Nothing contained in this RFP shall be construed as creating any contractual relationship between any subcontractor and the City.

C. The Contractor shall be considered the employer of any subcontractor and is as fully responsible to the City for the acts and omissions of persons employed by them as they are for the acts and omissions of persons directly employed by Contractor.

D. The Contractor shall be responsible for the coordination of the subcontractors, and material suppliers engaged upon its work. It shall be Contractor's duty to see that all its subcontractors commence their work at the proper time and carry it on with due diligence so that they do not delay or injure either the work or materials; and that all damage caused by them or their workers are remedied at Contractor's expense.

E. The City will not undertake to settle differences between the Contractor and its subcontractors or between subcontractors.

F. The Contractor shall utilize the services of specialty subcontractors, without additional expense to the City, on those parts of the work, which are specified to be performed by specialty Contractors.

12. Cooperation with Other Work Forces

A. The City reserves the right to perform other work at or near the Maintenance Areas at any time by the use of its own forces or other contractors.

B. Other contractors, utilities and/or public agencies and their contractors, and City personnel may be working in the vicinity during the Contract term. There may be some interference between these activities and the work completed under this RFP. The Contractor shall cooperate and coordinate its work with that of other work forces to assure timely completion of work.

13. Office, Telephone and Cell Phone

Contractor is required to maintain an office and provide the telephone service so that all calls from the City have no toll charge. If a telephone answering service is utilized, the answering service shall be capable of contacting Contractor by cell phone and wireless message service. Contractor is further required to provide the City with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out by the Contractor shall not be more than one (1) hour. Contractor staff shall be capable of communicating with City staff using cellular phones and wireless message service.

14. Materials Storage

No City of Riverside facilities will be available for the storage of materials or supplies used in connection with the performance of the work. Space for the storage and/or staging of equipment, stockpiling of debris, or any other needs required for its performance of the services, shall be acquired by Contractor at its own expense. Preference may be given to contractor with facilities located in the City.

15. Materials

A. Replacement Parts
Contractor shall maintain a stock of high usage items for repair or replacement. The City will not pay for travel time to pick up parts. Costs for repair/replacement items for Extra Work or damage repairs will be reimbursed to Contractor at Contractor's wholesale cost.

Invoices showing actual cost paid by Contractor must be submitted with monthly billing statement.

B. Ordering Materials

One copy of each of the Contractor's purchase orders for materials forming a portion of the work must be furnished to The Landscape Maintenance Inspector, if requested. Each such purchase order shall contain a statement that the materials included in the order are subject to inspection by the City.

16. Safety

A. General

1. Contractor agrees to perform all work outlined in this RFP in such a manner as to meet all accepted standards for safe practices during maintenance operations and to safely maintain and operate all equipment, machines, and materials consequential or related to the work; and is solely responsible for complying at all times with all local, County, State, Federal, or other legal requirements including, but not limited to California Department of Food and Agriculture, O.S.H.A. Orders, Department of Transportation Drug and Alcohol testing provisions, Caltrans Traffic Control Manuals, and APWA Traffic Control Handbook, so as to protect all persons, including Contractor's employees, agents of the City, vendors, members of the public and others from foreseeable injury to themselves or damage to their property. Contractor shall inspect all hazards and potential hazards in the Maintenance Areas and is required to keep a log indicating the date inspected and action taken. All employees working within the roadway right-of-way shall wear Class III (3) reflective safety vests.

2. It shall be the Contractor's responsibility to inspect and identify any practices and conditions that render any portion of the Maintenance Areas unsafe. The City shall be notified immediately of any unsafe condition that requires major correction. Contractor shall be responsible for making minor corrections so as to protect members of the public or others from injury. Contractor shall cooperate fully with City in the investigation of any accidental injury or death occurring in any of the Maintenance Areas, including a complete written report thereof to the City within five (5) calendar days of the injury or death.

3. Prior to the start of any work under the Contract, Contractor shall submit two (2) copies of their Injury Illness Prevention Plan as required by Cal/OSHA.

B. Protection of Persons and Property

Contractor's Responsibility: Notwithstanding any other provision of this RFP, the Contractor shall be solely and completely responsible for conditions of the Maintenance Areas, including safety of all persons and property, during performance of the work.

This requirement will apply continuously and will not be limited to normal working hours. Safety and sanitary provisions shall conform to all applicable Federal, State, County, and local laws, regulations, ordinances, standards, and codes. Where any of these are in conflict, the more stringent requirement shall be followed.

C. Protection from Hazards

Contractor shall comply with all the provisions of General Industry Safety Orders of the California Administrative Code. The Contractor shall submit to the Urban Forester Manager a Material Safety Data Sheet (MSDS) for each hazardous substance proposed to be used, ten (10) calendar days prior to the delivery of such materials to the job site or use of such materials at a manufacturing plant where Urban Forester Manager can perform an inspection. For materials that are to be tested in City laboratories, the MSDS shall be submitted with the sample(s). Hazardous substance is defined as any substance included in the list (Director's List) of hazardous substances prepared by the Director, California Department of Industrial Relations, pursuant to Labor Code Section 6382. Failure to submit an MSDS for any hazardous substance may result in actions as provided in Article 5, "SUSPENSION OR TERMINATION OF CONTRACT," of this RFP.

17. Cleaning and Environmental Controls.

A. Maintain areas free of waste materials, debris, and rubbish. Maintain sites in a clean and orderly condition. Remove waste materials, debris and rubbish from all sites and dispose of all materials. Contractor shall be responsible for all fees associated with the disposal.

B. Any equipment or vehicles driven and/or operated within or adjacent to a street gutter, storm drain, runoff conveyance, or local waterways shall be checked by contractor and maintained daily to prevent leaks or spills of materials. Contractor shall ensure proper capture, containment, collection, and disposal of any leaks, spills, or material deposits onto any surface.

C. No debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete or washings thereof, oil or petroleum products, or any other materials shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into City storm drains, runoff conveyances, or local waterways. When operations are completed, any excess materials or debris shall be removed from the work area.

D. The Contractor shall comply with all litter and pollution laws. All Contractors, subcontractors and employees shall also obey these laws and it shall be the responsibility of the Contractor to ensure compliance.

18. Vehicle Limitations.

The Contractor shall at no time drive vehicles on turf, medians, and sidewalks for any reason.

The Contractor is responsible for abiding by any and all state regulations pertaining to alternative fuels throughout the term of the agreement.

19. Traffic Control, Public Convenience and Safety.

The Contractor shall conduct its operations so as to offer the least possible obstruction and inconvenience to the public, and shall have underway, no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public. The Contractor shall furnish and maintain all signs to safely guide the public through the Maintained Areas, and as directed by the Urban Forester Manager. All traffic control and signage shall conform at all times with all local, County, State, Federal, or other legal requirements including, but not limited to California Department of Food and Agriculture, O.S.H.A. Orders, Department of Transportation Drug and Alcohol testing provisions, Caltrans Traffic Control Manuals, and

APWA Traffic Control Handbook, California Manual on Uniform Traffic Control Devices for Streets and Highways so as to protect all persons, including Contractor's employees, agents of the City, vendors, members of the public and others from foreseeable injury to themselves or damage to their property and all other applicable federal, state and local regulations. The Contractor will not close traffic lanes, streets, alleys, sidewalks or detour traffic without the prior written approval from the City of Riverside's Public Works Department.

20. Data to be Furnished by the Contractor.

The Contractor shall furnish the Urban Forester Manager with such information, as it may desire respecting the progress and manner of the work, including all information necessary to determine its costs, such as the number of persons employed, their pay, the time during which they worked on site and other pertinent data. This may be requested at any time and must be turned over to the City within five (5) calendar days of request.

21. Signage.

A. Contractor shall display a sign indicating Contractor's name and license number on both sides of all maintenance vehicles. Said sign shall be approved by the City.

B. Contractor shall not post advertising signs and banners within the Maintenance Areas. All signs used by the Contractor shall be kept "graffiti free" at all times.

C. Contractor shall remove all unauthorized signs and advertising within the Maintenance Areas. Contractor shall also be responsible for the removal of debris.

22. Contractor Customer Service Standards.

The Contractor shall at all times represent the City in a professional, friendly, efficient and cost-effective manner, and will be required to comply with the requirements of the enclosed City of Riverside Customer Service Standards Acknowledgment, which is hereby made a part of this RFP (Exhibit H).

31. Permits and Licenses.

The Contractor shall obtain all permits required by other agencies of the State and County as well as the City of Riverside. All permits and licenses shall be obtained by and at the expense of the Contractor and/or subcontractors. *Where requirements of the permits differ from those listed herein, the more stringent requirements shall apply.*

32. Laws and Regulations.

A. The Contractor shall obey all laws, ordinances, and regulations affecting those engaged or employed on the work, or the materials used in the work, or in any way affecting the performance of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Contract Documents, or in this RFP, in relation to any such law, ordinance, regulation, order, or decree, Contractor shall immediately report the same in writing to the Landscape Maintenance Inspector.

B. Contractor shall, at all times, cause all its agents and employees to observe and comply with all such applicable laws, ordinances, regulations, orders, and decrees in effect or which may become effective before completion of the Contract.

C. Nothing in this RFP is to be construed to permit work not conforming with any current laws, ordinances, and/or regulations. If the Contractor ascertains at any time that any requirement of the Contract varies from such applicable law, ordinance and/or regulation, it shall promptly notify the Urban Forester Manager.

D. No adjustments in the contract price shall be made due to changes in any law, ordinance and/or regulation occurring after submission of Proposals. Proposer shall incorporate said risk in its Proposal.

E. The Contractor, at its own expense, shall pay all taxes properly assessed against its equipment, materials, or property used or required in connection with the work.

F. Contractor and all subcontractors shall comply with all applicable Federal and State labor provisions.

33. Invoices and Payment.

Contractor shall present monthly invoices by the 15th of each month for all work performed during the preceding month. If extra work or repairs were performed, with the Landscape Maintenance Inspector's consent, a separate invoice should also be prepared and submitted for the additional work by the 15th of each month.

All invoices must be submitted electronically to Landscapes@RiversideCA.gov.

The City shall pay the Contractor within thirty (30) calendar days of receiving the invoice, provided that all work performed during the preceding month has been inspected and accepted by the City and the applicable schedules have been submitted by the Contractor.

EXHIBIT "B"

COMPENSATION

COMPENSATION SCHEDULE

Proposer Name: Alex Tran, Inter-Pacific, Inc.

The above-named Proposer having examined the proposed Contract Documents and having visited the sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by the proposed Scope of Services and Minimum Frequency Schedule.

Item No.	Description	$ Per Month -- Year 1	$ Per Month -- Year 2	$ Per Month -- Year 3
1.	Journeyman per hour rate (during regular hours)	$ 99.00/hr	$ 104.00/hr	$ 109.00/hr
2.	Journeyman per hour rate (after hours)	$ 134.00/hr	$ 139.00/hr	$ 144.00/hr
3	Journeyman per hour rate (weekends/holidays)	$ 169.00/hr	$ 174.00/hr	$ 179.00/hr
4.	Apprentice per hour rate (during regular hours)	$ 86.00/hr	$ 91.00/hr	$ 96.00/hr
5.	Apprentice per hour rate (after hours)	$ 121.00/hr	$ 126.00/hr	$ 131.00/hr
6.	Apprentice per hour rate (weekends/holidays)	$ 156.00/hr	$ 161.00/hr	$ 166.00/hr
7.	Extra Labor Charge	$ 0.00/hr	$ 0.00/hr	$ 0.00/hr

NOTE:

- Cost of parts and materials will be reimbursed based on contractor's cost – markups will not be allowed.
- Trip, mileage or service charges will not be reimbursed.

EXHIBIT "C"

KEY PERSONNEL

Inter-Pacific

Company Personnel

Richard Kuk – President, Project Manager

- Experience
  - DePaul University, MBA
  - USAF Academy, Bachelor of Science
  - USAF Procurement Officer for Columbus AFB, MS Defense Acquisition Professional Level II Certified
  - Sprint/Nextel Communications –Engineering Manager supervisor to 14 Engineers maintaining the Wisconsin, Indiana, Illinois network. Worked with Motorola to implement all new technologies.
  - USAF Captain – Defense Contract Management Command (DCMC) Program Manager for Sundstrand Aerospace overseeing team of Contracting, Engineers, QA and Finance personnel.
- Job Duties
  - Lead Project Manager and Designer of Control Room Systems
  - Develop Master Project Plan
  - Review Drawings and SOW
  - Evaluate cost and progress of contractors

Benjamin Hurtado – Electrician

- Experience
  - CA Journeyman License #154219
  - ABC Apprenticeship 4.5 year program
  - OSHA 30 Trained # 36-601476966
  - Electrician Supervisor – Paramount USD Lighting upgrade, Oregon National Guard , Electrical Heating upgrade for warehouse
  - Specialist in lighting and control system
- Job Duties
  - Superintendent
  - Onsite Representative
  - Inside Wireman
  - Oversee quality work and performance of staff

Alex Tran – Project Engineer

- Experience
  - California State Polytechnic University, Pomona, BS in Civil Engineering
  - Project Engineer – La Palma City Hall Electrical Upgrades
  - Project Engineer – Saddleback College IT IDF ePower Project
  - Project Engineer – Campus Wireless Project at Saddleback College
  - Project Engineer – Temecula Valley USD Technology Upgrades at All Campuses
  - Project Engineer – Camp Pendleton Electrical Cable Work
  - Project Engineer – Forest Green Radio Tower Installation
  - Project Engineer – O'Neill Regional Park Electrical Panelboards Replacement
- Job Duties
  - Primary Point of Contact to Customer
  - Analyze proposed work for cost and time estimates
  - Devise Construction Schedule
  - Mobilize materials, equipment, and construction team
  - Oversee onsite and offsite correspondence and construction progress