

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

PEAK TECHNICAL SERVICES, INC.

(Temporary Employment Services – RFP No. 1726)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this 12th day of June, 2018 (“Effective Date”), by and between the CITY OF RIVERSIDE (“City”), a California charter city and municipal corporation and PEAK TECHNICAL SERVICES, INC., a Pennsylvania 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 Temporary Employment Services – RFP No. 1726 (“Project”).

2. **Term.** This Agreement shall be effective on the date first written above and remain in effect until June 30, 2019, unless otherwise terminated pursuant to the provisions herein

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement in accordance with the terms set forth in Exhibit B 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

Human Resources Department
City of Riverside
Attn: Colene Torres
3900 Main Street
Riverside, CA 92522

To Consultant

Peak Technical Services, Inc.
Attn: Ben Seversky
1528 Brookhollow Drive, Suite 300
Santa Ana, CA 92606

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, configurations, descriptions, computer program data or network or system information, input record data, written information, and other materials either created by or provided to Consultant, and Consultant's employees, subcontractors and agents in connection with the performance of this Agreement shall be held confidential by Consultant and its employee, 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. This provision shall survive the expiration or the termination of this Agreement.

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. This provision shall survive the expiration or the termination of this Agreement.

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. This provision shall survive the expiration or termination of this Agreement.

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 of 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.

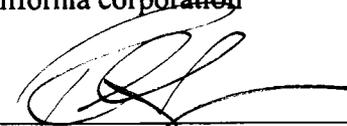
34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

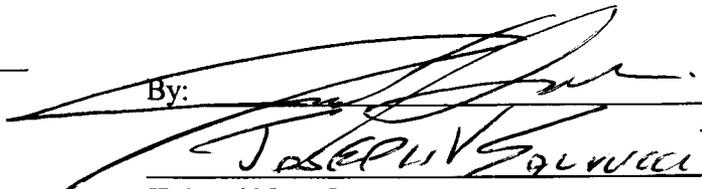
- Exhibit "A" - Scope of Services
- Exhibit "B" - Compensation
- Exhibit "C" - Key Personnel

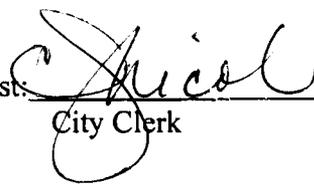
IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

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

PEAK TECHNICAL SERVICES, INC.,
a Pennsylvania corporation authorized to do
business in California

By: 
Assistant City Manager
Rafael Guzman
Date: June 27, 2018

By: 
[Printed Name] JOSEPH V. SALVO
[Title] CHAIRMAN

Attest: 
City Clerk

By: 
[Printed Name] Michael Iavello
[Title] CEO

Approved as to Form:
By: 
Deputy City Attorney

Certified as to Availability of Funds:
By: 
Chief Financial Officer/Treasurer

SCOPE OF SERVICES

EXHIBIT "A"

Consultant shall meet City's temporary service needs in a responsive and cost-effective manner by supplying temporary personnel on an "as needed" basis by various City departments. This will be coordinated by the Human Resources Department after the normal internal City approval process. No employee shall be placed in a position by Consultant until proper approval has been obtained from the Human Resources Department.

It is understood and agreed that any personnel assigned to the City is an employee of Consultant and all wages, vacation/holiday pay, insurance and taxes relating to their employment is the responsibility of the Consultant.

Management Summary Reports:

A. Reporting Requirements

1. Monthly Summary Report – The temporary service agency shall provide management summary reports on a monthly basis and/or as requested by the City. Such reports shall include, but are not limited to:
 - a. Name of employee
 - b. City department
 - c. City supervisor
 - d. Start/Hire Date in current position
 - e. Total hours worked from start date in current position
 - f. Regular hours worked
 - g. Overtime hours worked
 - h. Wages paid

Monthly reports will be submitted through email to jkbrown@riversideca.gov no later than the 10th of each month for hours worked the previous month.

- B. Daily Hours Worked Reports – Upon request from the City the agency must provide both daily and total hours worked along with hourly wages paid in a given timeframe.

C. Hours of Work

Normal operating work hours are between 8a.m. and 5 p.m. in a forty-hour work week, but may vary according to specific needs.

D. Employment Offer

The City reserves the right to hire an employee of the agency and reserves the right to do so without penalty or fee after the employee of the agency has worked at the City for a period of sixty (60) days.

E. Job Descriptions

When a request is submitted and approved through the City's internal process, the requesting department will provide more specific details if necessary to clarify particular areas of needed expertise. The temporary worker offered by the agency shall meet or exceed the qualifications listed in the associated job description. Proof may be required at the option of the City. A more comprehensive list of job classifications can be accessed through the City website at www.riversideca.gov/human along with the appropriate job descriptions.

EXHIBIT "B"
COMPENSATION

RFP 1726 - Addendum No. 2
Exhibit A - Rate Sheet

Category of Position	Position Title	Base Range (high and low \$ per hour)	Markup (%)
Admin/Clerical	Office Specialist	\$ _____ to \$ _____	_____ %
Admin/Clerical	Senior Office Specialist	\$ _____ to \$ _____	_____ %
Admin/Clerical	Administrative Assistant	\$ _____ to \$ _____	_____ %
Finance	Revenue Representative	\$ _____ to \$ _____	_____ %
Finance	Account Clerk II	\$ _____ to \$ _____	_____ %
Finance	Accountant	\$ _____ to \$ _____	_____ %
Finance	Accounting Tech	\$ _____ to \$ _____	_____ %
Finance	Sr. Accounting Tech	\$ _____ to \$ _____	_____ %
Finance	Customer Service Rep	\$ _____ to \$ _____	_____ %
Labor/Field/Skilled	General Service Worker	\$ _____ to \$ _____	_____ %
Labor/Field/Skilled	Outreach Worker	\$ _____ to \$ _____	_____ %
Labor/Field/Skilled	Custodian	\$ _____ to \$ _____	_____ %
Labor/Field/Skilled	Mechanic	\$ <u>25.00</u> to \$ <u>35.00</u>	<u>45</u> %
Para-Professional	Project Assistant	\$ <u>25.00</u> to \$ <u>30.00</u>	<u>40</u> %
Para-Professional	Workers' Compensation Assistant	\$ _____ to \$ _____	_____ %
Professional	Administrative Analyst	\$ <u>32.00</u> to \$ <u>45.00</u>	<u>40</u> %
Professional	Claims Examiner	\$ _____ to \$ _____	_____ %
Professional	Project Manager	\$ <u>49.00</u> to \$ <u>65.00</u>	<u>40</u> %
Technical	Technical Writer	\$ <u>25.00</u> to \$ <u>40.00</u>	<u>40</u> %

Technical	Database Developer	\$ 49.00 to \$ 58.00	40 %
Technical	Engineering Aide	\$ 22.00 to \$ 29.00	40 %
Technical	Engineering Technician	\$ 28.00 to \$ 46.00	45 %
Technical	Assistant Planner	\$ 21.00 to \$ 28.00	40 %

Peak Technical Services, Inc. dba PEAK Technical Staffing USA

SCOPE OF SERVICES AND RATES 07/17/2017 - 09/05/2020

"We offer the City of Riverside the following hourly rate schedule for the period beginning July 17, 2017 with approval of the Agreement by the Riverside City Council and executed by its designee to September 05, 2020, with the option of two one-year renewal by mutual consent, not to exceed the date of June 30, 2022.

EXHIBIT "C"
KEY PERSONNEL

WEST COAST BIOS of KEY INDIVIDUALS



Ben Seversky is the Regional Vice President of Peak Technical Staffing USA West Coast offices located in California: Oceanside/ San Diego, Irvine / Orange County, Woodland Hills / L.A. And Santa Clara /San Jose. He started the first PEAK West Coast office in 1990 and has been with PEAK for over twenty-four (24) years, dedicated to our West Coast regional expansion. Ben has been in the temporary technical staffing field providing Engineering and Information Technology Professionals for both Manpower Inc. and Technical Aid Corporation since 1975.

Ben obtained his B A degree from the University of Massachusetts. He is the a past President and a past Director of the NTSA (National Technical Services Association) and currently active with California Staffing Professionals/ Southern California Chapter. He has been working in the temporary technical staffing industry since 1975, providing Engineering and Information Technology Specialists in the following U.S. regions: New England, Northern California, and Southern California.



James Ledoux is the Lead Staffing Manager at PEAK Technical Staffing in Santa Ana, CA. James has been with PEAK since February 2016. Overall, he has more than 25 years of experience in the Staffing Industry.

Prior to coming on board with PEAK, James spent 15 years at Volt Information Sciences as a Recruiting Manager for the National Accounts department, Program Manager in the Corporate Accounts Development department and Program Manager in the Enterprise Solutions department. His experience has allowed him to develop strategic direction on national programs and deploy talent solutions. He has maintained consistent growth with assigned programs as well as in identifying and securing additional opportunities. Previous experience includes 10 years at Technical Aid Corporation where James started his career as a Technical Recruiter and later as an Account Manager. James received his BS degree in Business Administration at California State University in Bakersfield, CA.

Southern California Full Time Staff Recruiters by Branch:

San Diego (Oceanside) Branch: 9 Recruiters

Orange County (Santa Ana) Branch: 7 Recruiters

Los Angeles (Woodland Hills) Branch: 7 Recruiters

DEPARTMENT HEAD APPROVAL FORM
Contracts/Agreements

DATE: 04/23/18

PARTIES: Peak Technical Services, Inc.

PROJECT DESCRIPTION: Temporary Employment Services

SCOPE OF CONTRACT/SERVICE: Temporary Employment Services

IF AN AMENDMENT, REASON FOR AMENDMENT (e.g., more time needed, additional scope added, extension permitted from original contract, etc.):

DEPARTMENT: Human Resources

BUDGET ACCOUNT (GL Key and Object): 2100000-421000 ⁹⁰

DEPT. HEAD APPROVAL: Miriana J. Bongal

PROCUREMENT:

Verification that procurement of goods, services, construction, etc., was done in conjunction with the City's purchasing policies and procedure:

(X) Formal Procurement (Bid #, RFP #, panel, etc.): RFP No. 1726

() Informal Procurement (Three quotes, single/sole source, under non-bidding threshold, etc.): _____

() Emergency Procurement (date, event, etc.): _____

(X) Requisition Number: T3D (possibly multiple) - EA Department

(X) Date Approved by City Council/Board: 5-22-18

Purchasing Division Validation: SAR Date: 4-24-18

Received 4-24-18. Verified procurement section only. Note: Professional liability not found in Clerk's database - required in this agreement.

PLEASE RETURN TO: City Clerk's Office, Ext. 4276, DAlegria@riversideca.gov

g:\deptcommon\masters\agreements\Dept Head Approval Slip_122017

effective "MTP - JUNE" 09
NTE "N/A"
MTP Available "473,538.56"

RECEIVED
APR 24 2018
FINANCE
ADMIN



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2017

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).

PRODUCER Assurance Agency, Ltd. One Century Centre 1750 E. Golf Road Schaumburg IL 60173-	CONTACT NAME: Terrance Threatt PHONE (A/C, No, Ext): (312) 625-5569 E-MAIL ADDRESS: tthreatt@assuranceagency.com	FAX (A/C, No): (847) 440-9126	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Peak Technical Services, Inc. 583 Epsilon Drive RIDC Park, O'Hara Township Pittsburgh PA 15238	INSURER A : Zurich American Insurance Co		16535
	INSURER B : Philadelphia Indemnity Ins Co		18058
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 669470791

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 CERTIFICATE 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.

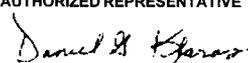
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1753205	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1753205	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC343482812	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability (E&O)			PHPK1753205	1/1/2018	1/1/2019	\$1,000,000 per occ. \$2,000,000 agg.

APPROVED

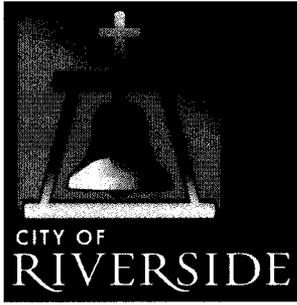
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Riverside, and its officers, employees and representatives are named as additional insureds on the required general liability and automobile liability policies, solely for work done by and on behalf of the named insured and for the City of Riverside.

CERTIFICATE HOLDER**CANCELLATION**

The City of Riverside 3900 Main Street Riverside CA 92522	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**CITY COUNCIL
AND
SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY
MINUTES**

TUESDAY, JUNE 12, 2018, 11:30 A.M.
HUNTER HOBBY PARK
1401 IOWA AVENUE
ART PICK COUNCIL CHAMBER
CITY HALL
3900 MAIN STREET

City of Arts & Innovation

COUNCILMEMBERS

GARDNER	MELENDREZ	SOURIROUS	CONDOR	MARTHUR	PERRY	ADAMS
1	2	3	4	5	6	7

PURCHASE OF FUEL PRODUCTS FOR CITY VEHICLES AND EQUIPMENT

The City Council approved purchase and delivery of fuel products for City vehicles and equipment with The SoCo Group Inc., Riverside, in the amount of \$1,300,000 from General Services Department Central Garage Account through June 30, 2019, with the option to renew for two additional one-year periods.

AGREEMENT AMENDMENT - CHANGE ORDER AUTHORITY INCREASE - UNARMED SECURITY GUARD SERVICES - VARIOUS CITY FACILITIES

The City Council (1) approved the Fourth Amendment to Agreement for Unarmed Security Guard Services at Various City Facilities with Universal Protection Service, LP in the amount of \$696,419.72 for an additional one year term through June 30, 2019, for a revised contract amount of \$2,717,514.01; (2) authorized 15 percent change order authority in the amount of \$104,462.95 for unforeseen changes in service to include, but not limited to, requests to increase service frequency, addition of new City facilities, or to provide special or emergency security services, for a total contract amount of \$2,821,976.96; and (3) authorized the City Manager, or his designee, to execute the Fourth Amendment to Agreement for Unarmed Security Guard Services at various City facilities with Universal Protection Service, LP., including making minor and non-substantive changes.

PROFESSIONAL CONSULTANT SERVICES AGREEMENT - RFP 1726 - TEMPORARY EMPLOYEE SERVICES

The City Council (1) approved the Professional Consultant Services Agreements, Request for Proposal (RFP) 1726 for temporary employee services with Howroyd-Wright Employment Agency, Inc., dba AppleOne Employment Services, Kimco Staffing Services Inc., Peak Technical Staffing, Inc., and Total Placement Solutions, LLC dba Decton Li for services through June 30, 2019; and (2) authorized the City Manager, or his designee, to execute the Professional Consultant Services Agreements with Howroyd-Wright Employment Agency, Inc., dba AppleOne Employment Services, Kimco Staffing Services Inc., Peak Technical Staffing, Inc., Total Placement Solutions, LLC dba Decton Li, including making minor and non-substantive changes.