

**MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT
TRC SOLUTIONS, INC.**

***Various Engineering Services for Public Utilities Dept., Electric Division,
Non-G.O. 165 Projects***

THIS AGREEMENT is made and entered into this 1st day of August, 2019, by and between the City of Riverside, a California charter city and municipal corporation, hereinafter referred to as "City," and TRC SOLUTIONS, INC., a California corporation, hereinafter referred to as "Consultant," with respect to the following facts:

RECITALS

WHEREAS, the City requires the services of a consultant that is experienced in all aspects of the electrical facilities including street lighting, generation, substations, communication, SCADA, transmission and distribution systems included but not limited to: electrical, civil, mechanical, structural, geotechnical, environmental, and communications engineering; systems operations and maintenance, construction and project management functions for various projects for the City's Public Utilities Department, Electric Division; and

WHEREAS, City issued a Request for Proposals for purposes of establishing a panel of consultants experienced in providing such professional services, and to use such panels for various projects for the City's Public Utilities Department, Electric Division; and

WHEREAS, Consultant has the necessary experience in providing such professional consulting services and advice on various issues; and

WHEREAS, selection of Consultant is expected to achieve the desired results in an expedited fashion; and

WHEREAS, Consultant has submitted a Proposal to City and has affirmed its willingness and ability to perform such work;

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, City and Consultant agree as follows:

1. SCOPE OF SERVICES

1.1. Retention of Consultant. City hereby retains Consultant to perform, and Consultant agrees to render, technical and professional services, including labor, material, equipment, supervision and expertise for various projects for the City's Public Utilities Department, Electric Division Services rendered under this Agreement, shall be administered by the City's Public Utilities Department, Electric Division (the "Department") for various capital improvement projects.

1.2. Assigned Project. During the term of this Agreement, Consultant shall have the opportunity to submit proposals for various capital improvement projects ("Assigned Project"). The scope of work for the project will be defined in a Request for Proposals issued by City. All proposals submitted shall be reviewed by the City, and a single consultant will be selected to perform the services for the project. Acceptance of Consultant's proposal shall be made in the form of a Supplemental Agreement for Assigned Project, a sample of which is attached hereto as Attachment I.

Execution of this Agreement by Consultant and/or the submission of proposals for City Assigned Projects does not guarantee the award of a Supplement Agreement.

2. PERSONNEL.

2.1. Consultant's Representative. Eleanor A. Wright shall be Consultant's Project Representative who shall coordinate all aspects of each Assigned Project. Consultant's Project Representative shall be available to City at all reasonable times. Consultant may appoint another person as Project Representative upon written notice to City.

2.2. Substitution of Key Personnel. The key personnel for performance of this Agreement are Paul Elkin, Eleanor Wright, Michael Gargano, Bill Hawk, Larry Fitzgerald, Chelsea Flatt, Yvonne Velasco, Jason Reinhart, John Mannix, Glenn Becker, Alan Yankowski, Roger Hicks, Roy Y. Beltran, Ryan Bliss, Tim Ronan, Drew Bernard, John Bernard, Gil Bernard, Charlie Pascale, Edwin Peace, Joe Stenger, Jim Whitaker, Franceus Rama, Wei Wang, Peter Fitzgerald, Doug Laslo, Brendan Grace, Steven Wironen, Ryan Whitehouse, Joshua Taylor, Aga Napiatek, Joseph Howell, Karin Greenacre, Nazar Dhahir, Brad Pierson, Bill Winnerling, Deepika Mothkuri, Gustavo Revelles, Ramir Dimalanta, Luc Nguyen, Joshua Cobb, Joselito Tiongco, Jason Moore, Alberto Ballon, Tony Allen, Oue Vang, Jie Chen, Stacey Botimer, Hunter Duncan, Eric Emerson, Bernie Wroblewski, Katie Dumas, Joshua Fogg, James Kurdziel, and Mary Wilson.

Consultant has represented to City that the key personnel will perform the Services under this Agreement. Should one or more such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval by City. In the event that City and Consultant cannot agree as to the substitution of the key personnel, City shall be entitled to terminate this Agreement, pursuant to the applicable provisions of this Agreement.

2.3. Project Manager. For each Assigned Project, the City shall designate a representative who shall act as the City's Project Manager ("Project Manager"). The Project Manager shall have authority to act on behalf of City for each Assigned Project. City shall provide written notice to Consultant of any change in Project Manager for an Assigned Project.

3. TERM.

The term of this Agreement shall become effective on the date first written above, and shall remain in effect through the later of:

- a. June 30, 2022; or
- b. The required date for completion of an assigned project, provided that such project was assigned prior to June 30, 2022.

4. CONSULTANT'S COMPENSATION.

4.1. Services. Consultant shall receive compensation for all services rendered under this Agreement at the rates negotiated for the Assigned Project, and set forth in the Supplemental Agreement for Assigned Project. The total amount to be paid to Consultant for all Assigned Projects shall not exceed Two Million Dollars (\$2,000,000.00) over the term of this Agreement without prior approval of the City Council.

4.2. Extra Services. Payment for Extra Services shall be negotiated between City and Consultant on the basis of the Professional Hourly Rates schedule negotiated for the Assigned Project.

5. PAYMENTS TO CONSULTANT.

5.1. Basic Services.

a. Partial payments shall be made in accordance with the Payment Schedule section of the Request for Proposals for each Assigned Project. Payments shall be processed no more than once per month.

b. City shall pay Consultant all undisputed balances on invoices within 60 days of receipt, and shall notify consultant of any disputed amounts within thirty (30) days of receipt.

5.2. Extra Services. Payments for approved Extra Services provided under Article 10 shall be made monthly as Extra Services are rendered and expenses incurred.

5.3. Reimbursements. Reimbursement for costs incurred and other expenses shall be made to Consultant within 60 days of City's receipt and approval of invoices.

5.4. Limitation. No payment for any work or services performed by Consultant shall exceed the limits established in Section 4 herein.

6. PROJECT PERFORMANCE.

6.1. Commencement of Services. Consultant shall commence the services for each Assigned Project on the date specified in a Notice to Proceed, which shall be issued by the Project Manager within fifteen (15) calendar days after the assignment of a given project.

6.2. Time of Completion:

- a. Time is of the essence for each and every provision of this Agreement.
- b. The project completion time will be as designated in the Notice to Proceed for each Assigned Project.
- c. Consultant shall have all plans and/or documents one hundred percent (100%) complete and ready for City's review within the number of calendar days specified in the Notice to Proceed for any given Assigned Project.

6.3. Failure to Perform. Failure of Consultant to complete the services within the time allowed and in the manner herein provided may result in the Agreement being immediately terminated by City.

6.4. Standard of Care. 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 Consultant's professional skill and expertise. Consultant represents and maintains that Consultant is skilled in the technical calling necessary to perform all services, duties and obligations required by this Agreement and to fully and adequately complete each Assigned Project.

7. BASIC SERVICES OF CONSULTANT.

The scope of services to be provided for a given project shall be defined for each Assigned Project. Any changes to the scope of services must be authorized by the Department's Director or Project Manager, and shall be made in writing.

7.1. Right to Preliminary Review. All work prepared by Consultant shall be subject to the approval of the Project Manager. Consultant shall allow Project Manager to inspect and review Consultant's work in progress at any reasonable time. All reports, working papers, and similar work products prepared for submission in the course of providing services under this Agreement, or any Supplement Agreement, shall be submitted to the Project Manager in draft form. In the event that Project Manager, in his or her sole discretion, determines the formally submitted work product to be inadequate, Consultant may be required to revise and resubmit the work at no additional cost to City. Should Consultant fail to make requested corrections in a timely manner, such corrections may be made by City, and the cost thereof charged to Consultant.

7.2. Monthly Progress Reports. On a monthly basis, Consultant shall submit a written progress report, in a form determined by City, which shall indicate the progress achieved during the previous month in relation to the Project Schedule for the Assigned Project. The timely submission to the Project Manager of up-to-date monthly progress reports by Consultant shall be a condition precedent to receipt of any payments otherwise due from City.

7.3. Appearance at Hearings. If and when required by City, Consultant shall render assistance at public hearings or other meetings related to the review and approval of the Assigned Project, or as necessary to perform the services.

8. INDEPENDENT CONTRACTOR.

At all times during the performance of the services, Consultant and Consultant's agents and employees shall act in an independent capacity and not as officers, employees or agents of City. Consultant's employees and agents shall under no circumstances be considered or held to be employees or agents of City and City shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of them or Consultant. City retains Consultant on an independent contractor basis. Consultant is not an employee of City.

8.1. Control and Payment of Subordinates. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel,

including, but not limited to social security taxes, income tax withholding, unemployment insurance, and worker's compensation insurance.

8.2. Subordinates and Subconsultants. Consultant shall employ, at Consultant's own expense, technicians and professionals properly skilled in the various aspects of the design and construction of facilities required. If subconsultants are engaged for any portions of the services, Consultant shall advise the Project Manager in writing of their selection prior to their performance of work. The Project Manager shall have the authority to approve or reject the use of any subconsultant for any of the services.

9. LICENSES.

9.1. State Professional Licenses. Consultant represents and warrants to City that Consultant and all subconsultants have all licenses, permits, qualifications and approvals of whatever nature, which are legally required to practice its profession. Consultant further represents that Consultant shall maintain all such licenses and approvals in full effect during the term of this Agreement.

a. Civil/Structural Engineer. Consultant shall maintain a valid, current license to practice Civil/Structural Engineering in the State of California during the entire period of the Agreement, and failure to do so shall be grounds for City's termination of the Agreement. Consultant shall comply with the requirements for Professional Engineers (California Business and Professions Code, Section 6700 et seq.).

b. Subconsultants. Consultant shall ensure that all subconsultants who perform portions of the services under this Agreement shall be properly licensed to perform their respective portions of the work and shall maintain current California licenses in their respective fields.

9.2. Local Licenses. Consultant and all subconsultants shall secure a local business license (Business Tax Registration) to operate in the City of Riverside.

10. EXTRA SERVICES OF CONSULTANT.

At any time during the term of this Agreement, City may request that Consultant perform Extra Services. Consultant shall not perform Extra Services until receiving written authorization from the Project Manager. Any work which is determined by City to be necessary for the proper completion of the Assigned Project, but which neither Consultant nor City reasonably anticipated would be necessary when the scope of services for the Assigned Project was developed, and for which the fees and time of completion for such services were negotiated in advance of the work,

shall be paid for by City as "Extra Services" provided that the Extra Services are authorized in writing by the Project Manager prior to Consultant's commencement thereof.

11. DISPUTED WORK.

In any case where Consultant believes that necessary work or services are not clearly covered in this Agreement, or any Supplement Agreement, or have not been ordered in writing by the Project Manager as Extra Services, Consultant shall immediately notify the Project Manager in writing of Consultant's belief that the work or services should be paid for as Extra Services before Consultant begins the work or services. If such notification is not given, or if the Project Manager is not afforded an opportunity to negotiate the appropriate fee for such Extra Services, then Consultant shall be deemed to have agreed to perform the work or services without any additional charges to City therefor. Such notice by Consultant to the Project Manager shall not in any way be construed as proving that the work or services in question are Extra Services. The notice must be approved or rejected by the Project Manager, and if the Project Manager determines that Consultant is correct, the work or services shall be allowed and paid for as Extra Services.

12. UNAUTHORIZED WORK.

Any work done or services performed without written authority from the Project Manager shall be considered unauthorized and shall not be paid for by City.

13. TERMINATION OF AGREEMENT.

13.1. Termination. This Agreement may be terminated for any reason by either party upon 30 days' prior written notice to the other party, or if City should decide to abandon or postpone the project indefinitely. In the event Consultant fails to substantially perform the services, City may terminate this Agreement immediately upon written notice.

13.2. Payment Upon Termination. In the event of such termination, City shall determine and pay to Consultant, as full payment for all City-approved work performed and all expenses incurred under this Agreement, or any Supplemental Agreement, the amount which bears the same ratio to the total fee which would have been paid for the full performance of the services as the ratio of work actually rendered bears to the services which would have been necessary for full performance of this Agreement, or any Supplemental Agreement, plus any sums due Consultant for Extra Services or reimbursements. In ascertaining the work actually rendered prior to the date of termination of the Agreement, consideration shall be given to both completed work and work

in progress and to all drawings and other documents, whether completed or incomplete, provided that they are delivered to City.

13.3. Recommencement. If the City should determine to complete an Assigned Project, or a substantially similar project, following termination of this Agreement, City shall have the right to utilize any of the drawings, specifications, Opinions of Probable Project Construction Costs and other construction bid documents prepared under this Agreement, or any Supplemental Agreement, by Consultant without additional compensation to Consultant, provided that prior to such utilization all reference to Consultant is removed from said documents.

14. PROJECT SCHEDULE.

Consultant shall prepare and submit an estimated time schedule for all major phases of each Assigned Project to the City within fifteen (15) calendar days following City's issuance of a Notice to Proceed for said project. This schedule shall reflect the project completion time allowed and the overall schedule included in the Consultant's proposal. The schedule will be subject to revision for delays caused by conditions beyond the control of Consultant, and delays, which Consultant cannot reasonably foresee. The Project Manager shall be promptly notified of all delays. Should Consultant determine that a schedule modification is necessary, Consultant shall promptly submit a revised Project Schedule for Project Manager's review and approval of the anticipated delay.

15. ACCOUNTING RECORDS OF CONSULTANT.

Records of Consultant's direct personnel, reimbursable expenses pertaining to any Extra Services, and records of accounts between City and Consultant shall be made and kept by Consultant on a generally recognized accounting basis and shall be made available to City or its authorized representatives at all reasonable times for inspection and copying.

16. INDEMNIFICATION.

16.1. 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.

16.2. 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 this Agreement and any Supplemental Agreement hereto, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

16.3. 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 this Agreement and any Supplemental Agreement hereto, 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.

16.4. 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 Contract by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the 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.

16.5. 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 and any Supplemental Agreement hereto, 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.

17. INSURANCE.

17.1. 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.

17.1.1. Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations herein.

17.1.2. 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.

17.1.3. 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.

17.1.4. 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.

17.2. 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.

17.3. 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.

17.3.1. 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.

17.3.2. 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.

17.3.3. Prior to City's execution of this Agreement, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with 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 services performed by and on behalf of the named insured for the City of Riverside.

17.3.4. 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.

17.4. Errors and Omissions Insurance. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain in force during the term of this Agreement, professional liability or errors and omissions liability insurance in the minimum amount of \$1,000,000, unless otherwise waived by the City's Risk Manager. Coverage as required in this Section shall apply to liability for a professional error, act, or omission arising out of the scope of Consultant's services as defined in this Agreement and/or any Supplemental Agreement.

18. 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 services and activities provided in furtherance of this Agreement and any Supplemental Agreement hereto, 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.

19. REPRODUCTION OF DOCUMENTS.

19.1. Review Documents. Consultant shall provide City, in the number reasonably required by City, Consultant's proposed final construction bid documents for the review and approval by the public agencies having jurisdiction over the Assigned Project.

19.2. Final Approved Construction Documents. Consultant shall furnish the City the number of reproductions of the final approved construction bid documents necessary for use by City in obtaining construction bids and completing construction of the Assigned Project.

20. OWNERSHIP OF DOCUMENTS.

20.1. Ownership of Documents. All work and contract deliverables prepared pursuant to this Agreement by Consultant including, but not limited to, drawings, specifications, sketches, calculations, estimates, data, charts, models, reports, maps, computer programs, software or other contract deliverables, whether in written form, electronic, digital or otherwise ("Project Documents"), shall be and remain the property of City and shall be delivered to City whenever requested. Consultant shall not release to others information furnished by City without prior express written approval of City.

20.2. Work-For-Hire; Ownership of Copyrights. Consultant agrees that any work prepared for City that is eligible for copyright protection in the United States or elsewhere shall be a "work made for hire" as that term is used in the laws of the United States regarding copyrights. Consultant understands that the City shall be deemed the author of any and all such work, the City may register copyrights in the City's name, and the work made for hire is the exclusive property of the City. Consultant agrees to sign upon request any documents affirming that work created by Consultant at the direction of the City is work made for hire and belongs exclusively to the City. 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.

21. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon City and its successors and upon Consultant and Consultant's successors and assigns. Neither this Agreement, nor any part hereof, nor any monies due or to become due hereunder may be assigned by Consultant without the prior written consent of City, which consent shall not be unreasonably withheld.

22. NONDISCRIMINATION.

During Consultant's performance of this Agreement and/or any Supplemental Agreement, Consultant and Consultant's subconsultants shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical handicap, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, age, sex or sexual orientation in the selection and retention of employees and subconsultants and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Consultant shall also comply with the Americans with Disabilities Act.

23. FULL COMPENSATION.

The consideration payable to Consultant as provided herein shall be compensation in full for all of Consultant's services and expenses incurred in the performance of the services, including travel and per diem, unless otherwise expressly provided.

24. MODIFICATIONS.

No alteration or variation of the terms of the Agreement shall be valid except as follows:

24.1. Changes relating to time, money or scope of work shall be made by formal written amendment to the Agreement and shall be executed by both parties.

24.2. Minor alterations of terms or covenants may be formalized by letter from the Public Utilities General Manager or his designee.

25. PREVAILING WAGE.

If applicable, Consultant and all subconsultants 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 ascertained, determined and specified in both of those documents are referred to and made a part hereof as though fully set forth herein.

26. FEDERALLY FUNDED ASSIGNED PROJECTS.

In the event Consultant is awarded an Assigned Project, which is federally funded, Consultant shall comply with all the following requirements:

26.1. Disadvantaged Business Enterprise (DBE):

a. DBE Participation Requirements and Regulations:

The DBE participation goal for federally-funded Assigned Projects will be determined by the City. The Consultant shall carry out applicable requirements of 49 CFR, Part 26, of the Code of Federal Regulations, entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," in the award and administration of federally funded Assigned Projects. The regulations in their entirety are incorporated herein by this reference. The Consultant shall not discriminate on the basis of race color, national origin or sex in the performance of this Agreement, or any Supplemental Agreement.

Noncompliance by the Consultant with the requirements of the regulations is a material breach of this Agreement and may result in termination of the Agreement, or other such remedy as the City deems appropriate.

The Consultant shall include the following in each subconsultant contract:

- i. A subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement.
- ii. The subconsultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this Agreement.
- iii. Language providing for the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes.

b. Performance of DBE Subconsultants:

DBE subconsultants shall perform the work for which they have been listed in the Consultant's proposal, unless the Consultant has received prior written authorization to perform the work with other forces as set forth in subparagraph g., "DBE Substitution and Additions," of this Agreement.

c. Prompt Payment to DBE and Non-DBE Consultants:

The Consultant shall not be entitled to any payment for the work, unless it is performed by the listed subconsultants (DBE or non-DBE), or by the Consultant's own forces, pursuant to prior written authorization of the Project Manager. This is the case even if other contract work is not completed and has not been accepted in conformance with the terms of the Agreement or any Supplemental Agreement by the City.

d. Prompt Payment Progress Pay Retention to DBE and Non-DBE Subconsultants:

The Consultant shall return all moneys withheld in retention from the subconsultant within 30 days after receiving payment for work satisfactorily completed, even if other work is not completed and has not been accepted in conformance with the terms of this Agreement or any Supplemental Agreement. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Consultant or subconsultant in the event of a dispute involving late payment or nonpayment to the Consultant or deficient subcontract performance or noncompliance by a subconsultant.

e. DBE and Non-DBE Subconsultant Payment Records:

The Consultant in addition to maintaining records showing the name and business address of each first tier subconsultant, shall also show the name and business address of every DBE regardless of tier. The records shall show the date of payment and the total dollar figure paid to all DBE firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of work.

Upon completion of a federally funded Assigned Project, a Final Report for Utilization of DBE Subconsultants shall be prepared and certified correct by the Consultant or the Consultant's authorized representative, and shall be furnished to the Project Manager. The report shall be furnished to the Project Manager with the final invoice. Failure to provide the report with the final invoice will result in the invoice being in dispute until the report is received.

f. Penalty Assessed for Failure to Provide Subconsultant Payment Records:

The sum of \$10,000 will be withheld from payment if a Final Report for Utilization of DBE Subconsultants is not submitted. The amount will be paid to the Consultant when the form is submitted.

g. DBE Substitutions or Additions:

The Consultant may not substitute, or terminate for convenience a subconsultant listed in the original proposal without the prior written approval of the Project Manager. However, the Consultant may add a firm to perform work originally planned to be done by the Consultant's own forces. The Consultant must make an adequate good faith effort to find another certified DBE subconsultant to substitute for the original DBE. The Consultant will be required to make good faith efforts to replace the original DBE subconsultant with another DBE subconsultant to the extent needed to meet the contract goal.

The requirement that DBEs must be certified by the proposal submittal date does not apply to DBE substitutions or additions after award of a federally funded Assigned Project. DBEs must be certified at the time of the substitution or addition. Consultants shall submit requests for substitution in writing to the Project Manager. Authorization to use other subconsultants or suppliers may be requested for the following reasons:

- i. The listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract with Consultant, when such contract, based upon the general terms and conditions of this Agreement, or any Supplemental Agreement, or on the terms of such subconsultant's written proposal, is presented to Consultant.
- ii. The listed DBE becomes bankrupt or insolvent.
- iii. The listed DBE fails or refuses to perform the subcontract.
- iv. The Consultant stipulated that a bond was a condition of executing a subcontract and the listed DBE subconsultant failed or refuses to meet the bond requirements of the contract.
- v. The listed DBE was the result of an inadvertent clerical error. The Consultant must have asserted a claim of inadvertent clerical error in listing the subconsultant within two working days after the proposal submittal and copies of that notice to both the subconsultant he or she claims to have listed in error and intended subconsultant who had submitted a proposal to the Consultant prior to proposal submittal.

- vi. The listed DBE was not licensed as required by the State of California Consultant's Licensing Board or failed to have the required permits or licenses as required by Federal, State or Local governmental jurisdictions.
- vii. The work performed by the listed subconsultant is substantially unsatisfactory and is not in substantial conformance with the scope of work to be performed, or the subconsultant is substantially delaying or disrupting the progress of the work.
- viii. When the listed DBE is ineligible to work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
- ix. When it is in the best interest of the City.

Prior to approval of the Consultant's request for substitution to the Project Manager, the Consultant shall give notice in writing to the listed DBE subconsultant of the Consultant's request to substitute and the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subconsultant. The listed subconsultant who has been so notified, shall have five working days within which to submit written objections to the substitution to the Project Manager. Failure to respond to a written objection shall constitute the listed subconsultant's consent to the substitution.

h. Termination of a DBE:

In conformance with Federal DBE regulation 49 CFR Part 26, Sections 26.53(f)(1) and 26.53(f)(2), the Consultant shall not:

- i. Terminate for convenience a listed DBE subconsultant and then perform that work with its own forces (personnel), or those of an affiliate, unless the Consultant has received prior written authorization from the Project Manager to perform the work with other forces.
- ii. If a DBE subconsultant is terminated or fails to complete its work for any reason, the Consultant will be required to make good faith efforts to replace the original DBE subconsultant with another DBE subconsultant to the extent needed to meet the contract goal.

i. DBE Certification Status:

If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify the Consultant in writing with the date of decertification. If a

subconsultant becomes a certified DBE during the life of the contract, the subconsultant shall notify the Consultant in writing with the date of certification.

Upon completion of the federally funded Assigned Project, the Consultant shall complete a Final Report for Utilization of DBE Subconsultants indicating the DBEs certification status and shall be signed and certified correct by the Consultant. The certified form shall be furnished to the Project Manager within 30 days from the date of completion of the federally funded Assigned Project.

j. DBE Eligibility Toward Goal:

The dollar value of work performed by a DBE is credited/counted toward the goal only after the DBE has been paid.

26.2. Prevailing Wage. If applicable to the services being provided in connection with a federally funded Assigned Project, Consultant and all subconsultants shall pay the higher of federally established prevailing wage rates or California general prevailing wage rates of per diem wages and overtime and holiday wages as determined by the U.S. Department of Labor.

26.3. Record Retention. Contractor shall maintain all books, documents, papers and records of Consultant's operations and financial activities directly pertinent to the federally funded Assigned Project in accordance with the requirements of the Federal granting agency and the regulations promulgated by or for it. Such books, documents, papers and records shall be open for inspection, audit, examination, excerpt and transcription by the authorized representatives of City, the Federal granting agency and the Controller General of the United States during regular working hours. Consultant shall keep and maintain said books, documents, papers and records for at least three years after the City makes final payments pursuant to the contract and all other pending matters are closed or such greater period of time as may be required by the Federal granting agency.

27. NOTICES.

Service of any notices, bills, invoices or other documents required or permitted by this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

CONSULTANT TRC Solutions, Inc. Attn: Eleanor A. Wright 17911 Von Karman Avenue Suite 400 Irvine, CA 92614	CITY City of Riverside Public Utilities Department 3750 University Avenue, 4 th Floor Riverside, CA 92501 Attn: Energy Delivery Engineering
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28. JURISDICTION/VENUE.

Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

29. 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, or any Supplemental Agreement. Consultant shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of Consultant's services with all applicable laws, ordinances and regulations. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code section 1775.

The Consultant agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments are subject to repayment by Consultant to City. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

30. SEVERABILITY.

Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement or, any Supplemental Agreement, shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in 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 this 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. 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.

33. CONFLICT OF INTEREST.

Consultant, for itself and on behalf of its key personnel, represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Assigned Projects affected by the above- described services. Consultant further warrants that neither Consultant, nor its key personnel 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.

34. 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.

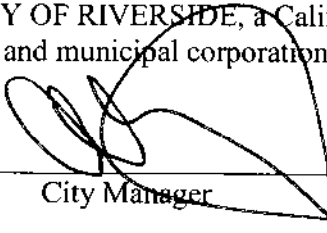
35. ENTIRE AGREEMENT.

This Agreement contains the entire Agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are not representations, agreements, arrangements, or understandings, oral or written, between the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

[SIGNATURES ON FOLLOWING PAGE.]

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

CITY OF RIVERSIDE, a California charter city and municipal corporation

By:  Al Zelinka
City Manager

TRC SOLUTIONS, INC., a California corporation

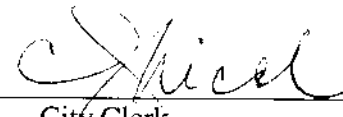
By: Paul R. Elkin
Title: SVP - National Substation Engineering

Digitally signed by Paul R. Elkin
DN: cn=Paul R. Elkin, o=TRC, ou=Substation Engineering
email=p.elkin@trcsolutions.com, c=US
Date: 2019.05.20 15:08:21 -0400

By: Jason Greenlaw
Title: Chief Financial Officer

Digitally signed by Jason Greenlaw
DN: cn=Jason Greenlaw, o=TRC Companies, Inc.,
ou=Finance, email=jgreenlaw@trcsolutions.com, c=US
Date: 2019.05.21 14:20:01 -0400

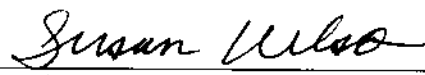
ATTEST:

By:  Shisel
City Clerk

CERTIFIED AS TO AVAILABILITY
OF FUNDS:

By:  Chief Financial Officer

APPROVED AS TO FORM:

By:  Susan Wilson
Assistant City Attorney

WORKERS' COMPENSATION CERTIFICATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the Work of this Agreement.

Dated: 05/21/2019

By: **Jason Greenlaw**
Chief Financial Officer

Digitally signed by Jason Greenlaw
DN: cn=Jason Greenlaw, o=TRC Companies, c=US
Date: 2019.05.21 16:11:09 -0400

CORPORATE CERTIFICATE

I, _____, certify that I am the
_____ Secretary for the corporation named as
Consultant in the foregoing Agreement; that _____ who signed
said Agreement on behalf of Consultant was then of said corporation; and that said Agreement was
duly signed for and in behalf of said corporation by authority of its Governing Body and is within
the scope of its corporate powers.

Dated: _____

By: _____

(Corporate Seal)

ATTACHMENT I

Sample Supplemental Agreement

SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT

Consultant: _____

Project
Name: _____

The Project Narrative for [**Insert Project Name**] ("Project"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, and Consultant's proposal dated [**Insert Date of Proposal**], a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, shall constitute a supplement to the Master for Professional Consultant Services Agreement for Various Engineering Services for Public Utilities Department, Electric Division, Non-G.O. 165 Projects by and between City and Consultant dated [**Insert Date of Master Agreement**] (the "Agreement"). Consultant agrees to perform the services described in the Project Narrative within the time set forth in the Notice to Proceed for a not-to-exceed amount of \$ [**Insert agreed to Contract amount**] unless otherwise modified by Change Order. Performance of the services shall be subject to the terms and conditions contained in the Agreement.

Dated this _____ day of _____ 2019.

CITY OF RIVERSIDE, a California charter
city and municipal corporation

[**CONSULTANT**]
[**Insert form of legal entity**]

By: _____
City Manager

By: _____
Title: _____

By: _____
Title: _____

ATTEST:

By: _____
City Clerk

CERTIFIED AS TO AVAILABILITY
OF FUNDS:

By: _____
Chief Financial Officer

APPROVED AS TO FORM:

By _____
Assistant City Attorney

ATTACHMENT II
Hourly Rate Schedule

RFP 1890 Open Contract for Consultant Services
City of Riverside, California

Provide a schedule of Professional Hourly Rates, including any associated fees and charges, which will apply to Riverside's projects for the duration of any fully executed Supplemental Agreement, unless otherwise negotiated. The schedule should include the following:

- (1) Hourly Professional Services billing rates for general office personnel and Technician, Assistant, Staff, Senior, Associate, and Principal Engineers.

Job Category	Labor Classification	Rate
ENGINEERING	Principal Engineer	\$165.00
	Senior Engineer	\$150.00
	Engineer	\$135.00
	Associate Engineer	\$105.00
	Lead Designer	\$140.00
	Sr Designer	\$110.00
	Designer	\$95.00
	Sr. Technician	\$95.00
	Technician	\$85.00
	MicroStation /CAD Specialist / Drafter	\$80.00
	Senior Test Technician	\$150.00
	Test Technician	\$145.00
	Manager Power Systems Studies	\$195.00
	Principal Power Systems Engineer	\$190.00
	Senior Power Systems Engineer	\$175.00
	Power Systems Engineer	\$130.00
	Communications Principal Engineer	\$195.00
	Principal Security Consultant	\$210.00
	NERC CIP Program Engineer	\$195.00
	Senior Security Engineer	\$195.00
	Certified Security Consultant – CPP/PSP	\$155.00
	Security Designer	\$145.00
ENVIRONMENTAL	CEQA Lead/ Env. Principal/ Project Director	\$205.00
	Senior CEQA/Env. Project Manager	\$165.00
	CEQA/Env. Project Manager	\$145.00
	Principal Env. Specialist/ Technical Lead	\$195.00
	Senior Env. Specialist	\$175.00
	Env. Scientist/ Specialist	\$155.00
	Staff Env. Scientist/ Specialist	\$135.00
	Jr. Env. Scientist/ Specialist	\$115.00
	Sr. CEQA Planner	\$155.00
	CEQA Planner	\$135.00
	Staff CEQA Planner	\$115.00
	Jr. CEQA Planner	\$95.00
	Sr. GIS Technician	\$115.00
	Staff GIS Technician	\$100.00
	Jr. GIS Technician	\$90.00
PROJECT / CONSTRUCTION MANAGEMENT	Admin. Support & Technical Editing	\$85.00
	Senior Project Manager (Engineering)	\$160.00
	Project Manager (Engineering)	\$145.00
	Project Manager (Construction)	\$145.00
	Estimator	\$115.00
	Project Controls Analyst	\$120.00
	Project Controls Scheduler	\$145.00
	Superintendent	\$145.00
	Senior Construction Manager	\$160.00
	Construction Manager	\$150.00
ADMIN	Project Accountant	\$100.00
	Clerical	\$75.00

- (2) Mileage/Car rental: Car rental expenses will be reimbursed at the current at the time mileage rate allowed by the IRS.

Per-diem: Per-diem reimbursement shall be at the rates established by the U.S. General Services Administration and shall include all lodging, meals and commuting expenses.

- (3) AutoCAD system and personal computer costs are included in Labor Rates
- (4) Reprographic services for printing, photocopies, electrostatic plotting, stapling, folding and binding are included in Labor Rates
- (5) Telephone call costs are included in Labor Rates.
- (6) If not customarily included in the above rates, any separately billed charges such as computer facilities billing rate for standard, discount rates, timesharing and batch processes, printing, data entry, and propriety software, presentation graphics systems, and drive storage rates. ~N/A~



2019 - 2022 Energy Delivery Consultant Panel

Approved Work Categories

1. Overhead and Underground Transmission

Line Design performed.

2. Overhead and Underground Distribution

Line Design performed.

3. Substation Design & Operating Practices performed.

4. SCADA Master Station and Remote

Terminal Unit Design performed.

5. CNE Design performed.

6. Mechanical Design performed.

7. Structural Design performed.

8. CEQA Environmental performed.

9. Overhead and Underground Communications

Line Design performed.

13. Generation Station Design performed.

14. System Operations procedures to comply with NERC, CAISO and SCE requirements performed.

16. System Maintenance performed.

19. Geo Tech performed.

Awarded Category List

	Score	1	2	3	4	5	6	7	8	9	13	14	16	19
1. GL Power Solution, Inc. (DNVGL)	35.63													4, 10, 11, 12, 14, 15, 18
2. NVS, Inc.	35.33	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	1, 2, 3, 4, 5, 6, 7, 8, 11, 13, 15, 17, 18, 19
3. HDR, Inc.	35.10	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19
4. Burns & McDonnell	34.58	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 15, 18
5. TRC Solutions	34.10	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19
6. Stantec Consulting	33.78	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	1, 2, 3, 4, 5, 7, 8, 13, 14, 18, 19
7. GeoMat	33.65													✓ 19
8. Ninyo & Moore	33.60													✓ 19
9. Power Engineers	33.60	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15, 17, 18
10. Power-Tech	33.55	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18
11. EPS Engineering & Design	33.00	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	2, 3, 5, 7, 9, 10, 11, 13, 14, 17
12. ENGEO	32.95													✓ 19
13. ECORP Consulting	32.78													8
14. Terracon Consultants	32.60													✓ 19
15. Tetra Tech	32.60	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓ 1, 6, 8, 13, 17
16. Geo Tek	32.00													✓ 17
17. Geocon	31.95													✓
18. ZGLOBAL	31.80													✓
19. Koury Engineering	29.85													✓
20. Relay Application Innovation	29.65													✓
21. TR Design Group	29.48													✓
22. Vertech	29.05													✓
23. MTGL, Inc.	28.85													✓
24. Salas O'Brien	28.30		✓	✓										✓
25. RMA Group	25.50													✓
26. VCI Utility Services	25.20	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
27. Cornerstone C.C.H.D.	24.55	✓	✓											✓
28. IMEG Corporation	20.60	✓	✓											✓
29. Hariton Corporation	19.70			✓										✓
30. Excelsior Design Consultants	17.00	✓	✓	✓	✓									✓
31. Converse Consultants	0.00													✓
32. Securicon	0.00													✓

CONSULTANTS

4. The Board of Public Utilities:

Awarded Bid No. RPU-7662 for Cable Rejuvenation in Canyon Crest Areas 3 and 4 to E.E. Electric, of Mira Loma, California, in the amount of \$1,194,856.60; and approved Work Order No. 1819765 for a total capital expenditure of \$1,479,000 for the Canyon Crest Areas 3 and 4 Cable Rejuvenation Project.

5. The Board of Public Utilities recommend that the City Council:

Awarded Bid No. RPU-7656 for the Streetlight Replacement Project – Phase 3 to Foddrill Construction Corporation, of Chino, California, in the amount of \$1,547,623.30; and Approved Work Order No. 1718078 for a total capital expenditure of \$1,849,000 for the Streetlight Replacement Project – Phase 3; and adopted the Mitigated Negative Declaration for the Proposed Streetlight Replacement for Areas 3 through 5B Project.

6. The Board of Public Utilities:

Approved a Professional Consultant Services Agreement in response to RFP No. 1810 for the Smart Grid Communication System with Burns and McDonnell, of Missouri, Kansas, for a one-year term ending June 30, 2020, in the amount of \$198,000; and authorized the City Manager, or designee, to execute the Professional Consultant Service Agreement for RFP No. 1810, including making minor and non-substantive changes; and approved Work Order No. 1822537 for a total capital expenditure \$459,000 for the Smart Grid Communication System Project.

Water Items

7. The Board of Public Utilities:

Awarded Bid No. RPU-7654 for the rehabilitation of Van Buren 2 Well to Best Drilling and Pump, Inc., of Colton, California, in the amount of \$78,635; and approved Work Order No. 1919780 for a total project expenditure in the amount of 94,363, which includes the rehabilitation of Van Buren 2 Well, staff support, and contingency costs.

DISCUSSION CALENDAR

8. Request for Proposal 1890 for Energy Delivery Consulting Services – Consultant Panel Master Agreements for a Three-Year Term, With Options to Extend For Two Additional One-Year Terms, In The Amount of \$2,000,000 per Consultant.

Utilities Assistant General Manager George Hanson gave a presentation highlighting the benefits to the Utility and its' customers to having specialized services available for critical system improvements. The ability to obtain preapproval of the Board saves the Utility time and cost savings.

Following discussion, the Board of Public Utilities:

Approved the 15 Consultant Panel Master Agreements in response to Request for Proposal 1890 for Consulting Services for various Public Utilities Capital projects

with a compensation limit of \$2,000,000 per consultant for a three-year contract term with options to extend for two additional one-year terms; and authorized the City Manager, or designee, to execute the 15 Master Agreements with each consultant firm listed herein including making minor non-substantive changes, execute Supplemental Agreements with each consultant firm listed herein, upon Board of Public Utilities work order approval, and terminate, upon mutual consent, any Master Agreement.

Motion – Sanchez-Monville Second – O’Farrell

Ayes: Russo-Pereya, Austin, Hernandez, Miramontes, Ocegüera, Walcker

Absent: David Crohn (absence due to vacation)

9. Update on the Casa Blanca Customer Resource Center Redevelopment Project and the authorization of carryover funds in the amount of \$198,742 from the Water Conservation Fund from Fiscal Year 2018/19 to Fiscal Year 2019/20 to begin the revitalization of the Kathleen Gonzales Memorial Garden at the Casa Blanca Customer Resource Center.

Utilities Customer Service Supervisor Griselda Rivera presented plans for revitalizing the Customer Resource Center and the Kathleen Gonzales Memorial Garden for increased use by RPU customers and the general public.

Following discussion, the Board of Public Utilities:

Received and filed an update on the Casa Blanca Customer Resource Center Renovation Project; and conceptually approved the Kathleen Gonzales Memorial Waterwise Garden and Atrium revitalization project at the Casa Blanca Customer Resource Center; and recommended that the City Council approve partially funding the project with the carryover of unexpended Fiscal Year 2018/19 funds in the amount of \$198,742 from the Water Conservation Fund.

Motion – Austin Second – Hernandez

Ayes: Russo-Pereya, O’Farrell, Miramontes, Ocegüera, Walcker

Absent: David Crohn (absence due to vacation)

10. Approve a Professional Consultant Services Agreement in response to Request for Proposal No. 1901 for the Smart Irrigation Controller, High-Efficiency Sprinkler Nozzle Direct-Install and Water Management Services Program with Valley Soil, Inc., of Temecula, California, in the amount of \$600,000 for an initial three-year term ending June 30, 2022 with one (1) option to extend for two (2) additional years in an amount up to \$200,000 per year.

Utilities Principal Programs & Services Representative Gerry Buydos gave a presentation on the savings and benefits of the Smart Irrigation program to high water usage customers. He detailed water and cost saving information and gave the Board program details from RPU customer standpoint.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/15/2019

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022		CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): 866-550-4082 E-MAIL ADDRESS: jerry.noyola@greyling.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: National Union Fire Ins. Co.	NAIC # 19445
INSURED TRC Engineers, Inc.; TRC Solutions, Inc. TRC Companies, Inc., 17911 Von Karman Avenue, Suite 400 Irvine, CA 92614		INSURER B: XL Specialty Insurance Co.	NAIC # 37885
		INSURER C: New Hampshire Ins. Co.	NAIC # 23841
		INSURER D: Steadfast Insurance Company	NAIC # 26387
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 19-20

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☒ LOC OTHER:		5341999	04/01/2019	04/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	AUTOMOBILE LIABILITY		4773667 (AOS)	04/01/2019	04/01/2020	
A	☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		4773668 (MA)	04/01/2019	04/01/2020	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$10,000	☒ OCCUR ☐ CLAIMS-MADE	US00075712L19A	04/01/2019	04/01/2020	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		022298274 (AOS)	04/01/2019	04/01/2020	☒ PER STATUTE ☐ OTH-ER
A	☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Mandatory in NH: yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	022298275 (CA)	04/01/2019	04/01/2020	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Prof. Liab. incl. Poll. Liab.		PEC019684303	04/01/2019	04/01/2020	Per Claim \$5,000,000 Aggregate \$5,000,000

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

The City of Riverside, its officers, employees & agents are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law.

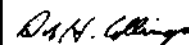
CERTIFICATE HOLDER

CANCELLATION

City of Riverside
 3900 Main Street
 Riverside, CA 92501

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



POLICY NUMBER: 4773667 (AOS)

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR COVERED
AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: TRC Companies, Inc.

Endorsement Effective Date: 04/01/2019

SCHEDULE

Name Of Person(s) Or Organization(s):

AS REQUIRED PER WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1.

of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into.	Per the contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

POLICY NUMBER: 5341999

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into.	Per the contract or agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2019 forms a part of
policy No. 4773667 (AOS) issued to **TRC Companies, Inc.**
by **National Union Fire Insurance Company of Pittsburgh, PA**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

62897 (6/95)


AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 5341999

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Pursuant to applicable written contract or agreement you enter into

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM **04/01/2019** forms a part of Policy No. **022298275**

Issued to **TRC COMPANIES, LLC**

By **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

POLICY NUMBER: CA 477-36-67

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR COVERED
AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

TRC Companies, LLC

Endorsement Effective Date: 04/01/2019

SCHEDULE

Name Of Person(s) Or Organization(s):

The City of Riverside, its officers, employees & agents

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.**

of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER:
CA 477-36-67

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: **TRC Companies, LLC**

Endorsement Effective **04/01/2019**

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

The City of Riverside, its officers, employees & agents

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

CA 04 44 10 13

Insurance Services Office, Inc., 2011

Page 1 of 2

POLICY NUMBER:
GL 534-19-99
Effective 04/01/2019

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following: COMMERCIAL
GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
The City of Riverside, its officers, employees & agents	All Projects
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury"

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
The City of Riverside, its officers, employees & agents	All Projects

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

The City of Riverside, its officers, employees & agents

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of
Rights Of Recovery Against Others To Us of
Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT--CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2019 forms a part of Policy No. WC 022-29-8275

issued to TRC Companies, LLC

by National Union Fire Insurance Company of Pittsburgh, PA

Premium: INCL

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.00% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

The City of Riverside, its officers, employees & agents

WC 04 03 06 (Ed. 04/84)

Authorized Representative

DEPARTMENT HEAD APPROVAL FORM
Contracts/Agreements

DATE: May 29, 2019

PARTIES: TRC Solutions, Inc.

RECEIVED
JUN 04 2019
FINANCE
ADMIN

PROJECT DESCRIPTION: Open Contract for Consulting Services / Consultant Panel
SCOPE OF CONTRACT/SERVICE: \$2,000,000.00 – Three (3) Year Term

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

DEPARTMENT: Riverside Public Utilities – Energy Delivery

BUDGET ACCOUNT (GL Key and Object): Not Applicable *af*

DEPT. HEAD APPROVAL: *[Signature]*

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 1890 – 32 Proposals received, 16 consultants awarded

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

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

() Requisition Number: N/A

(X) Date Approved by City Council/Board: Tentative July 2019 RPU Board Item

Purchasing Division Validation: JC Date: 6-6-19

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

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

*Effective = WTP to 0630.22
NTE = \$2,000,000-
YTD Available = N/A TBD*