

SECOND AMENDMENT TO  
PROFESSIONAL CONSULTANT SERVICES AGREEMENT

PEAK TECHNICAL SERVICES, INC.

Temporary Employment Services – RFP No. 1726

THIS SECOND AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Second Amendment”) is made and entered into this 30th day of June, 2020, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and PEAK TECHNICAL SERVICES, INC., a Pennsylvania corporation authorized to business in California (“Consultant”), with respect to the following:

**RECITALS**

WHEREAS, the City and Consultant entered into that certain Professional Consultant Services Agreement, dated June 12, 2018 (“Agreement”); and

WHEREAS, the City and Consultant entered into that certain First Amendment to Professional Consultant Services Agreement, dated August 19, 2019 (“First Amendment”); and

WHEREAS, the Agreement is currently going to end on June 30, 2020; and

WHEREAS, the City has been satisfied with Consultant’s performance under the Agreement and desires to have Consultant continue providing the services referenced in that Agreement; and

WHEREAS, the City and Consultant desire to amend the Agreement to extend the term to June 30, 2021.

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

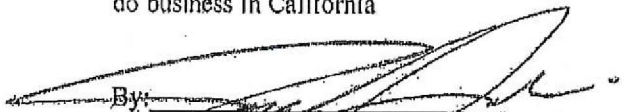
1. The term of the Agreement is hereby extended to June 30, 2021.
2. All other terms and conditions of the Agreement and First Amendment between the parties which are not inconsistent with the terms of this Second Amendment shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Professional Consultant Services Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE,  
a California charter city and municipal  
corporation

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


By:   
Al Zelinka (Oct 30, 2020 12:21 PDT)  
City Manager

By:   
Its: CEO/CHAIRMAN


Attest: Colleen J. Nicol  
Colleen J. Nicol (Oct 30, 2020 12:23 PDT)  
Colleen J. Nicol  
City Clerk

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

Approved as to Form:

By:   
Rosemary Koo  
Senior Deputy City Attorney

CERTIFIED AS TO FUNDS AVAILABILITY:

By:   
Chief Financial Officer/Treasurer

DEPARTMENT HEAD APPROVAL FORM  
Contracts/Agreements

DATE: 08/12/20

PARTIES: Peak Technical Services, Inc.

PROJECT DESCRIPTION: Temporary Employment Services

SCOPE OF CONTRACT: Temporary Employment Services

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

DEPARTMENT: Human Resources

BUDGET ACCOUNT (GL Key and Object): 2100000-421000 <sup>ag</sup>

DEPT. HEAD APPROVAL: *Stephan Hill*

PROCUREMENT:

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

- ( ) Formal Procurement (Bid #, RFP #, panel, etc.): \_\_\_\_\_
- ( ) Informal Procurement (Three quotes, single/sole source, under non-bidding threshold, etc.): \_\_\_\_\_
- ( ) Emergency Procurement (date, event, etc.): \_\_\_\_\_
  
- ( ) Requisition Number: \_\_\_\_\_
- ( ) Date Approved by City Council/Board: \_\_\_\_\_

Purchasing Division Validation: *Purchasing only LG* Date: 8/14/2020

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

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Effective: Extended to 06/30/21

NTE: N/A

YTD Available: \$140,041 as of 08/14/20



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/11/2020

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

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

<b>PRODUCER</b> Assurance Agency, Ltd. 20 North Martingale Road Suite 100 Schaumburg IL 60173	<b>CONTACT NAME:</b> Samantha Meccla	
	<b>PHONE (A/C, No., Ext):</b> 312-625-5957	<b>FAX (A/C, No):</b> (847) 440-9126
<b>E-MAIL ADDRESS:</b> smeccla@assuranceagency.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Philadelphia Indemnity Insuran		18058
<b>INSURER B :</b> American Zurich Insurance Comp		40142
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**INSURED**  
 Peak Technical Services, Inc.  
 583 Epsilon Drive  
 RIDC Park, O'Hara Township  
 Pittsburgh PA 15238

**COVERAGES**

CERTIFICATE NUMBER: 572175961

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Lib GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK2077452	1/1/2020	1/1/2021	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
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		PHPK2077452	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB705478	1/1/2020	1/1/2021	EACH OCCURRENCE	\$ 1,000,000
						AGGREGATE	\$ 1,000,000
							\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC343482814	1/1/2020	1/1/2021	<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

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

It is agreed that City of Riverside, its officers, employees and agents are added as Additional Insured, when required by written contract, on the General Liability and Automobile Liability with respect to operations performed by the Named Insured in connection with this project.

A Waiver of Subrogation in favor of the Additional Insureds applies to the Worker's Compensation, General Liability and Automobile policies, when required by written contract and where allowed by law.

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF RIVERSIDE a California charter city and municipal corporatio	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 <i>Daniel St. Garcia</i>

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

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

**A. SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is amended by adding the following:

The following are also "insureds":

Any person or organization for whom you are required by an "insured contract" to procure "bodily injury" or "property damage" liability insurance arising out of the operation of a covered "auto" with your permission. However, this additional insurance does not apply to:

1. The owner or anyone else from whom you hire or borrow a covered "auto." This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own;
  2. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
  3. Anyone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours;
  4. Anyone other than your "employees," partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees," while moving property to or from a covered "auto"; or
  5. A partner (if you are a partnership), or a member (if you are a limited liability company) for covered "auto" owned by him or her or a member of his or her household.
- B.** The "insured contract" must be in effect during the policy period shown in the Declarations and must have been executed prior to the "bodily injury" or "property damage".
- C.** This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that "insured", whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.
- D.** There is no coverage provided to this person or organization for "bodily injury" to its employees or for "property damage" to its property.
- E.** Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.
- F.** The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".
- G.** A person's or organization's status as an "insured" under this endorsement ends when your operations for that "insured" are completed.

- H. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any "insured," or to procure insurance.

- I. The following additional exclusions apply:

The insurance afforded to any person or organization as an "insured" under this endorsement does not apply to "loss":

1. Which occurs prior to the date your contract is effective with such person or organization;
2. Arising out of the sole negligence of any person or organization that would not be an "insured" except for this endorsement; or
3. Which occurs after you returned the leased or rented "auto" to the lessor or the policy period ends, whichever occurs first.