

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

IDS GROUP, INC.,

PROFESSIONAL ARCHITECTURAL, ENGINEERING SERVICES, INSPECTION AND
CONSTRUCTION SUPPORT SERVICES FOR THE SUBSTATION UTILITY STORAGE
FACILITY (SUSF)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and IDS GROUP, INC., a California Corporation, ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with Substation Utility Storage Facility (SUSF) ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until December 30, 2020, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Three Hundred Ten Thousand Three Hundred Fifty Dollars (\$310,350.00), payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Riverside Public Utilities
City of Riverside
Attn: Fady Megala
3900 Main Street
Riverside, CA 92522

To Consultant

IDS Group, Inc.
Attn: John Silber, AIA
1 Peters Canyon Road, Suite 130
Irvine, CA 92606

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

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. Indemnification.

11.1 Design Professional Defined. For purposes of this Agreement, "Design Professional" includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 Defense Obligation For Design Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant's professional negligence based on the percentage of Consultant's liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.3 Indemnity For Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and

penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability.

Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense

but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the

termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared

invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

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


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

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

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

IDS Group, Inc.
a California corporation

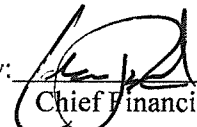
By: _____
City Manager


By: 

Said Hilmy, Phd, PE, SE, LEED AP
President

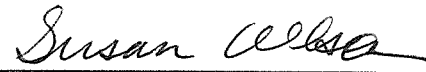
Attest: _____
City Clerk

Certified as to Availability of Funds:

By:  _____
Chief Financial Officer

By:  _____
Rami Elhassan, PE, SE
Secretary

Approved as to Form:

By:  _____
Chief Assistant City Attorney

[Title]

EXHIBIT A

Scope of Services

This RFP is issued by the City of Riverside, through its Public Utilities Department; (RPU) is hereby soliciting competitive proposals for assistance in performing the Architectural and Engineering services required for the construction of the Substation Utility Storage Facility.

All work shall comply with the requirements of federal, state, and local laws, professional engineering standards, and other regulations that may apply.

RPU owns 1.5 acres, Assessor's Parcel Numbers (APNs) 233-170-002 and 233-170-003 located at the southeast corner of Indiana Avenue and Gibson Street. See Exhibit D for an aerial map of the parcel. RPU intent is to build a single-story structure with the primary purpose of storing mobile substation equipment, and the secondary purpose of the facility is to store critical equipment such as spare transformers, circuit breakers, bushings, insulators. The site and street improvement shall be planned and designed carefully to allow for the maneuvering of mobile substation in and out of the facility.

This is a list of the mobile substation equipment to be stored:

- A. Mobile 1
- B. Mobile 2
- C. Mobile 3
- D. Switchgear
- E. Circuit breaker
- F. Current transformer
- G. DC power trailer
- H. Other smaller equipment and materials (not listed on Exhibit C)

See Exhibit C for layout and dimensions of the mobile substation equipment.

The scope of services requested under this RFP include professional services of an architectural and engineering nature as well as incidental services that members of those professions and those in their employ may logically or justifiably perform, such as hiring a general contractor or trade to perform investigation or destructive testing under their direction.

The scope of services shall be comprehensive including programming, schematic design, design development, construction documents, bidding and negotiations, construction inspection and construction administration. Selected firm will coordinate meeting(s) with RPU staff prior to and during the design.

Design consultant team shall be required to provide technical expertise and the necessary services/work in the following areas, which includes, but not limited to, the following:

- A. Architecture
- B. Structural Engineering
- C. Civil Engineering
- D. Electrical/Communication Engineering
- E. Mechanical Engineering (HVAC & Plumbing)
- F. Fire Protection and Alarm System
- G. Civil Engineering
- H. Other Disciplines/Services:
 - Landscape Architecture
 - Project Management Services
 - Construction Cost Estimating
 - Construction Management Services
 - Construction Inspection
 - Construction Materials Testing
 - Project Scheduling Services
 - Sustainability (LEED certification services)
 - Site Surveying services
 - Site Security
 - Signage and Wayfinding
 - Environmental Engineering
 - Building Envelope Integrity (Includes Structural, Water Intrusion)
 - Energy Modeling and analysis
 - Geotechnical services, including soil borings and analysis
 - 3-D renderings of proposed projects based on AutoCAD® documents as provided by the Division

5.3. PROJECT STAGES

The professional architectural and engineering services to be furnished by Consultant shall be divided into the following stages:

- A. Stage I. Preliminary Design
 - Schematic Design Phase
 - Design Development Phase
- B. Stage II. Construction Documents
 - Construction Documents Phase
 - Bidding Phase
- C. Stage III. Construction Support
 - Material Testing
 - Inspection Services
 - Construction Management Support

5.3.1 PRELIMINARY DESIGN

The Preliminary Drawings and other Stage I services shall be performed by Consultant with the direction and with the approval of the City. Such services shall include: Schematic Design Phase and Design Development Phase.

1. Schematic Design Phase services shall consist of a Concept Plan, a Concept Design and a Final Schematic Design, as follows:

A. Concept Plan

Consultant shall prepare and present to the City for approval of three (3) alternative conceptual plans of the site and architectural design of facility. These documents shall consist of, rough, diagrammatic drawings, photos of architectural/program precedents and other supporting materials suggesting different methods of approaching the design.

B. Concept Design

Based upon the City's selection of Concept plan direction, Consultant shall prepare and present to the City for approval of three (3) alternative Concept Design solutions of the project. These documents, in a more refined matter than the Concept Plans, shall describe alternative methods of achieving the vision established from the selected Concept Plan as well as illustrate the scale and relationship of the Project components. Floor plans for the structure will show the basic layout of space for the building based on the description given at the proposal site walk and/or layout which is attached to this Request for Proposal. Each floor plan will reflect the total square footage requested but may not necessarily represent a "final" floor plan layout. Also, the Consultant shall develop a budget for each alternative concept design.

C. Final Schematic Design

Based upon the City's selection of a Final Conceptual Design, Consultant shall prepare and present to the City for approval of Final Schematic Design Documents. The Final Schematic Design Documents shall consist of drawings and other documents including a site plan, building plans, sections and elevations, with sufficient dimension of the work and its various parts. The scale of such drawings shall be the same scale as the original drawings or as otherwise agreed to by the City. The Consultant shall submit to the City a reasonably

accurate Cost Estimate, this cost Estimate shall be broken down according the major trades and classes of work. The Bill of Materials shall be noted on the drawings and/or described in writing.

2. Design Development Documents defined herein as all documents prepare as part of Stage 1 for the City's approval. Consultant shall prepare an outline specification describing in general the type of construction and materials and other pertinent information.

The approved Design Development Documents, Estimates of Costs and Detail Specifications shall be control documents for the Construction Drawings, Detailed Specifications and other documents required to obtain bids and to form the basis of contract bids for the actual construction of the project.

5.3.2 CONSTRUCTION DOCUMENTS

The Construction Documents consists of two (2) parts: Construction Documents Phase and Bidding Phase.

1. The Construction Documents Stage shall include all Design Documents which shall describe with elements, details, components, materials, and other information necessary for the complete construction of the Project including, but not limited, to the satisfaction of all testing, permitting, qualification, certifications, validations and obtaining regulatory approvals by all applicable regulatory authorities required to render the Project and all its components operational and functionally usable for their intended purpose.

The Consultant shall produce complete drawing package and contract documents, including schedule(s) of items and detailed specifications, which are comprehensive and concise in nature and in accordance with all professional practice standards in order to completely and accurately describe the design intent and construction/installation methods of the entire project development.

The Construction Drawings shall include a comprehensive site plan showing the information called for under Stage I and other drawings showing necessary dimensions to provide a full development of the Preliminary Drawings, including but not limited to, materials and plans for all elevations, longitudinal and transverse sections, and drawing for structure and electrical work.

2. The Consultant shall prepare the electronic and printed copies of the Detail Specification for incorporation into a bidding document with certain forms of Instructions to Bidders, General Conditions, Supplemental General conditions of the Contract and the form of Agreement between the City and the Contractor, with other pertinent bid documents forth in more detail in the Sample Standard (RFP) Template attached as Exhibit G

5.3.1 CONSTRUCTION SUPPORT

The Construction Support consists of three (3) parts: Material Testing, Inspection Services and Construction Management Support.

1. The Consultant shall be responsible for providing material testing during construction throughout the duration of the project. All necessary laboratory tests of materials, inspections and reports shall be obtained by the Consultant from qualified engineers. When the Consultant is providing construction materials testing during construction, failing tests shall be reported immediately to the City.
2. The Consultant shall perform periodic field observations to review and inspect the work in progress, participate in selected job meetings, review and approve drawings and submittals, etc., as required to ensure compliance with scope and quality of the work. Consultant shall, at all times, have access to the work whenever it is in preparation or progress. Consultant shall visit the site at least weekly during regular working hours and at other time more frequently as necessitated by type and nature of the work being performed and when work is actively being performed. Consultant shall perform site visit to become familiar with the progress and quality of the portion of the work completed, and to determine, in general, if the work observed is being performed in a manner indicating that the work, when fully completed, will be in conformance with the Specifications. Special deputy inspection services may be required. (Refer to https://up.codes/viewer/california/california_building_code_2016_v2/chapter/17/special-inspections-and-tests#1704 for special inspection requirements.

Consultant, together with the City, shall conduct inspections to determine the Date of Final Completion.

3. The Consultant shall provide construction management support services throughout the construction phase. During construction of the Project, Consultant shall render professional architectural and engineering consultation and advisory services, acting as representative of the City, under the direction of the City.
Consultant's final instruction or decision relative to the quality of workmanship and the strength, durability of materials, general appearance, and general progress shall all be subject to the approval of the City. Consultant shall make written recommendations to the City with respect to all claims and other matters pertaining the execution and progress of the construction work and the interpretation of the contract documents. The City shall make all final decisions on all such matters.
When Construction work has been completed, the contractor is responsible for recording as-built information and shall submit the field-marked prints. The Consultant shall verify the mark-up to conform the "as-built" conditions and incorporate all the changes to the plans electronically with all necessary revision notations and shall not rely on the accuracy of the as-built information provided by the Contractor. Digital copies of all documents required under this Agreement shall be provided to the City in AutoCAD drawing (.dwg file format) and Microsoft Word document (.docx file format). It is understood "record" drawings or "as-built" plans consist of the Construction Document drawings modified to reflect the "as-built" condition.

5.4. BUILDING REQUIREMENTS

The Consultant shall conduct a charrette interview with up to (6) selected RPU staff early in the process and throughout the design process to establish the building requirements. The facility must comply with the 2016 California Building Standards Code and more specifically regarding special inspections, Section 1704.

The following are the basic facility requirements (some of these requirements may change during the initial design phase):

- A. Single story facility with mezzanine level for office space and storage for spare equipment
- B. Metal wall sheet and steel frame building with aesthetically pleasing finish
- C. Meet CBC seismic requirement for Occupancy category IV for essential facilities
- D. Consultant shall integrate sustainable principles and designs. The Consultant shall apply/utilize standards found in the Leadership in Energy & Environmental Design (LEED™) Green Building Rating System.
- E. PV system shall be installed to develop a Net Zero Energy Building.
- F. Powered roll up equipment bays with manual hoist back up mechanism for some of the bays.
- G. The facility will consist of air-conditioning interior storage and will be maintained at 76F temperature for the Battery trailer bay and office space, while the remaining facility will be maintained at maximum temperature of 85F.
- H. Elevator in the building may be required to the Mezzanine level.
- I. Oil containment for the mobile substation equipment with oil.

5.5. SITE REQUIREMENTS

The Consultant shall conduct a charrette interview with up to (6) selected RPU staff early in the process and throughout the design process to establish the site requirements.

The following are the basic site requirement (some of these requirements may change during the initial design phase):

- A. A block wall with minimum of two (2) automatic gates with vehicle loop detectors and man door access.
- B. Security system tied to the facility site access. The integrated security system installation shall include: card readers, infrared and cameras.
- C. The access to the roads will be planned carefully to allow the maneuvering of mobile substations in and out of the facility. Turning radius of the mobile substation will be considered in the designing the streets, access roads and facility orientation.
- D. Parking space for five spaces.

- E. Civil work shall include (grading, geotechnical, surveying, geohydrological, 500 years flood protection, street improvement, water and sewer, irrigation, storm and water pollution prevention).
- F. Accommodate planned 66KV transmission line on APN 233-170-002. (See Exhibit I for RTRP drawing plan).

5.5. SITE VISITS AND SURVEY

The Consultant may perform a field visit of the site area and proposed facility, and may take photographs in order to have a better understanding of the existing conditions at the site and the surrounding areas and will use the site visits to identify potential construction and long-term operational constraints that must be evaluated during design. And any site considerations that will be relevant to project permitting efforts.

Consultant shall perform a field survey sufficient to report on existing conditions and to show the location of property boundaries, elevations, utility lines, existing buildings, and such other information as may be needed. All survey work shall be performed by a registered surveyor or registered engineer, as the work requires.

The Consultant will conduct field surveys as required. Topographic information used on the construction plans will be generated from a field survey.

The Consultant will prepare the scope of work for field and surveys required for all applicable Project Elements of the project Scope of Work. The field survey will be used to establish both horizontal and vertical alignment of the facility and will note all survey monuments, topographic features, surface features (pavement, block walls, landscaping, etc.), utilities, right-of-way limits, property lines, property information, and elevations.

The Consultant will be responsible for obtaining all permits and access agreements to perform the survey, and providing any necessary traffic control. A survey will be completed before proceeding to detailed design.

5.6 GEOTECHNICAL INVESTIGATION

Soil investigation and boring, layout required for soil exploration, soil bearing determinations, soil analysis, groundwater and structural, mechanical, chemical, and other laboratory tests of materials, inspections, and reports shall also be obtained by Consultant from qualified engineers.

The number and spacing of boring will be based on the geotechnical professional's interpretation of needs and recommendation. The consultant will be responsible for obtaining all permits and access agreement to perform soil borings, and providing any necessary traffic control and pavement repairs. Soil sample for testing will be collected as needed based upon the Consultant's professional judgement. The Consultant will develop geotechnical testing plan and perform any required tests.

The Consultant will prepare a Geotechnical Design Memorandum that addresses geotechnical concerns for all applicable Project Elements of the project Scope of Work. The report will address, but not be limited to: protection of City facilities during an earthquake; seismic design criteria; soil contamination; groundwater presence; ground water levels; groundwater contamination;

construction dewatering; trench shoring requirements; location of rock; evaluate potential for offsite disposal of soils; etc.

The Consultant will be responsible for establishing the actual scope of work for the geotechnical investigation and reports. The investigation and reports will be completed before proceeding to detailed design.

5.7 PROJECT STUDIES

The Consultant has to prepare an Environmental report to comply with the California Environmental Quality Act (CEQA) and required to prepare CEQA compliance documentation as necessary as the project design progresses and follow up document such as a mitigated negative declaration or Environmental Impact Report. (Refer to www.riversideca.gov/ceqa).

The Consultant shall prepare a Spill Prevention Control and Countermeasure (SPCC) Plan pertaining the all aspects and covering all relevant areas to maintain compliance with current Federal SPCC rules. SPCC provides specific guidance for managing, handling, and disposing of Regulated Materials (and all related Regulated Materials Issues) that may be encountered. The SPCC will also protect the health and safety of all onsite personnel and the general public. The Consultant shall also identify spill prevention and response procedures needed at facility. Oil containment facility design shall be developed by the Consultant, if required by the SPCC or Hazardous Materials and Business Emergency Plan.

(Reference: <https://www.riversideca.gov/fire/prevention/hazmat.asp>)

Design is required and shall meet the seismic requirement for Occupancy Category IV detailed in California Building Code (CBC). Furthermore, using information such as but not limited to existing site-specific soil conditions provided by geotechnical engineering investigated by the Consultant, etc. The Consultant shall state the applicable seismic qualifications requirements for designated seismic systems on the Design documents. This topic includes information related to seismic inquiries and investigations required prior to design and performed prior to construction. Seismic investigations survey soil stability to understand soil composition, solidity and quality in addition to determining the depth of soil layers, bedrock and water table. The results define the suitability of land for development, and structural requirements.

5.8 PERMITS

For all applicable Project Elements of this Scope of Work, Consultant will provide contract documents, which ensure that facility features and construction procedures comply with all conditions of permits required to construct this project. Construction drawings, specifications and supplemental drawings will be prepared, as necessary in the format required to obtain all permits.

Consultant will obtain all permits required for the projects, including but not limited to environmental permits, building permits, railroad permit requirements, etc. Consultant will complete all permit applications, prepare supporting documentations for the permit applications as required by the issuing agency, furnish the required number of copies of all construction drawings and exhibits, and attend meetings with any permitting agencies. The Consultant will ensure all permit applications are submitted in a timely manner to ensure that design and

construction are unimpeded by the permitting process. The Consultant shall be responsible for timely revision of contract documents and resubmittal to address plan check review deficiencies.

All permit fees will be paid directly by the City and will not be deemed part of Consultant's fee.

5.9 PROJECT MEETINGS

Consultant will prepare and submit to the City an agenda and meeting minutes for each formal meeting.

The project kick-off meeting will be held with the City staff to introduce principal members of City and Consultant's teams. The discussion topics will include: City responsibilities, Consultant's responsibilities, invoice procedure, personnel badges, parking, site access, Consultant's scope of work, detailed project schedule with milestones, work breakdown structure requirements, and any other related matter.

Consultant will conduct monthly project meetings with the City to review the Consultant manager's report and the status of the project scope, schedule, budget and any issues which may affect completion of the project. Meeting should be arranged so that the monthly project report, invoice, and schedule can be submitted at each meeting. The City has up to ten (10) workdays to review and approve the submittal.

Other meetings will be schedule on an as-needed basis.

5.10 COORDINATION WITH CITY DEPARTMENTS AND OTHER AGENCIES

The Consultant shall be responsible for working with different City Departments (such as City Planning, Public Works, etc.) and other related agencies, such as Railroad Company to obtain drawings approval. The Consultant comply with and document the requirements, modifications, and contacts with the permitting agencies.

The Consultant shall coordinate with System Planning group and special project regarding Circuits and conduits that will be needed for electrical and communication, and to avoid any obstruction on the current Transmission Design plan.

The consultant will provide illustrations, plans, and other illustrative graphics during the charrette. Photo-simulations and renderings that illustrate concepts for Mobile Storage Facility are highly desirable.

5.11 PROJECT DELIVERABLES

Throughout the design of this project, the Consultant will submit deliverables for review and approval by the City including, but not limited to this list:

A. Conceptual/Programming Package:

- Three alternative conceptual plans/sketches for the facility
- Three conceptual design based on the selected sketch
- Final Schematic Design (30% design level including all discipline such as architecture, electrical, mechanical, .etc)
- Preliminary cost estimate

B. Construction Package:

- 60% Drawing submittal
- 100% Design Submittal (Construction drawings for the facility and site development)
- Bidding documents
- Final cost estimate

C. Studies/Reports

- Geotechnical Report
- Environmental Studies
- LEED Report/check list
- Site Surveying

D. Construction Support

- Construction Support
- Material and Laboratory Testing
- Inspection Services
- Construction Management Support

E. As-built Drawings

- As-built field mark-up and information

EXHIBIT "B"
COMPENSATION



Detailed Fee Estimate

March 15, 2018

Project Name:

Substation Utility Storage Facility

Project#

18X050

Owner

City of Riverside - Public Utilities Department

Fee Calculation			
Task	Hours	Rate	Fee
Civil Survey & Investigation, Site Plan	135	\$ 130	\$ 17,550
Geotechnical Investigation	40	\$ 165	\$ 6,600
3 Concept Plans	72	\$ 160	\$ 11,520
3 Concept Designs	96	\$ 160	\$ 15,360
Final Schematic Design	56	\$ 160	\$ 8,960
Preliminary Cost estimate	24	\$ 130	\$ 3,120
CAD Design	112	\$ 100	\$ 11,200
Outline Specification	12	\$ 145	\$ 1,740
Stage I Total (SD & DD)			\$ 76,050
Construction Documents	360	\$ 100	\$ 36,000
Detail Specifications	40	\$ 130	\$ 5,200
Final Cost Estimate	24	\$ 130	\$ 3,120
Environmental/CEQA Report	60	\$ 130	\$ 7,800
SPCC Plan	80	\$ 160	\$ 12,800
Bidding & Negotiations	40	\$ 145	\$ 5,800
LEED Report	40	\$ 135	\$ 5,400
Agency Approvals	100	\$ 145	\$ 14,500
Stage II Total (CD & Bidding)			\$ 90,620
Construction Support (8 Hrs/Week for 4 months)	36	\$ 160	\$ 21,760
Materials Testing	160	\$ 100	\$ 16,000
Field Observations & Inspection Services	80	\$ 145	\$ 11,600
Construction Management Support (2 days/week @ 4 months)	272	\$ 135	\$ 36,720
As-built Drawings	64	\$ 100	\$ 6,400
Stage III Total (Construction Support)			\$ 72,480
Civil/Structural Subtotal			\$ 259,150
Structural Engineering	240	\$ 130	\$ 31,200
Mechanical Engineering	80	\$ 00	\$ 8,000
Electrical Engineering	120	\$ 100	\$ 12,000
Total A/E Design Fee			\$ 310,350

Scope-of-Service

A/E and Construction Administration services for the design of a storage facility for mobile substation equipment and other critical equipment. Site and street improvements shall be made to allow for the maneuvering of mobile substation in and out of the facility.

IDS Group shall also hire a general contractor or Engineer as necessary to perform investigation or destructive testing. Programming, Schematic Design, Design Development, construction documents, bidding, inspection, and construction administration are included.

The Project shall include Civil, Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Protection & Alarm services. See City of Riverside Addendum A for full scope.

EXHIBIT "C"

KEY PERSONNEL

None



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2018

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

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

PRODUCER Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614		CONTACT NAME: Risk Strategies Company PHONE (A/C No, Ext): 949-242-9240 E-MAIL ADDRESS: syoung@risk-strategies.com FAX (A/C, No):	
www.risk-strategies.com		CA DOI License No. 0F06675	
INSURED IDS Group, Inc. 1 Peters Canyon Rd., Ste 130 Irvine CA 92606		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Travelers Property Casualty Co. of America	
		INSURER B : Travelers Indemnity Company of CT	
		INSURER C : Continental Casualty Company	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 41622702

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		6809H717919	5/1/2018	5/1/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		BA8F335897	5/1/2018	5/1/2019	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 DED <input checked="" type="checkbox"/> RETENTION \$0			CUP7K299343	5/1/2018	5/1/2019	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	UB4K463295	5/1/2018	5/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			AEH288340328	11/12/2017	11/12/2018	Per Claim: \$3,000,000 Aggregate: \$3,000,000

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

Projects as on file with the insured. City of Riverside is named as additional insured on the general and non-owned and hired auto liability policies-see attached endorsements.

CERTIFICATE HOLDER**CANCELLATION**

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

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULED ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSONS OR ORGANIZATIONS:

City of Riverside

PROJECT/LOCATION OF COVERED OPERATIONS:

Projects as on file with the insured

PROVISIONS

1. The following is added to SECTION II – WHO IS AN INSURED:

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.
- g. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to that additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

COMMERCIAL GENERAL LIABILITY

2. The following is added to Paragraph 4.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance provided to the additional insured shown in the Schedule above is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract with the person or organizations shown in the Schedule above, under which you are required to include that person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- You (if you are an individual);
- A partner (if you are a partnership);
- A member (if you are a limited liability company);
- An executive officer, director or insurance manager (if you are a corporation or other organization); or
- Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.