

MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT

DCSE, INC.

GIS Extension of Staff Services for GIS Migration Project

THIS AGREEMENT is made and entered into this ____ day of _____, 2017, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation, hereinafter referred to as "City", and DCSE, INC., a California corporation, hereinafter referred to as "Consultant," with respect to the following facts:

RECITALS

WHEREAS, the City requires the services of a consultant that is experienced in all aspects of supporting the migration from the existing legacy GIS system to Environmental Systems Research Institute, Inc.'s (ESRI) ArcGIS platform, which includes the migration of data, development of new solutions and transition from paper to electronic and more automated processes for the City's Public Utilities Department, Office of Operational Technology; and

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

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

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

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

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

1. **SCOPE OF SERVICES.**

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

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

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

2. **PERSONNEL.**

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

2.2 **Substitution of Key Personnel.** The key personnel for performance of this Agreement are: Ali Diba, Dung Van Pham, Haritha Vendra, Jack Thong, Latha Palakur, Mark Nagel, Masoud Hoseyni, Ming-Chin Jeng and Patrick Ryan. Consultant has represented to City that the key personnel will perform the Services under this Agreement. Should one or more such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval by City. In the event that City and Consultant cannot agree as to the substitution of the key personnel, City shall be entitled to terminate this Agreement, pursuant to the applicable provisions of this Agreement.

2.3 **Project Manager.** For each Assigned Project, the City shall designate a

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

3. **TERM.**

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

- a. Two (2) years from the date first written above; or
- b. The required date for completion of an assigned project, provided that such project was assigned prior to two (2) years from the date first written above.

4. **CONSULTANT'S COMPENSATION.**

4.1 Services. Consultant shall receive compensation for all services rendered under this Agreement at the rates negotiated for the Assigned Project, and set forth in the Supplemental Agreement for Assigned Project. The total amount to be paid to Consultant for all Assigned Projects shall not exceed One Million Dollars (\$1,000,000) over the term of this Agreement without prior approval of the City Council.

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

5. **PAYMENTS TO CONSULTANT.**

5.1 Basic Services.

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

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

5.2 Extra Services. Payments for approved Extra Services provided under Section 4.2 shall be made monthly as Extra Services are rendered and expenses incurred.

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

5.4 Limitation. No payment for any work or services performed by Consultant shall exceed the limits established in Section 4.1 herein.

6. **PROJECT PERFORMANCE.**

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

6.2 Time of Completion:

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

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

6.4 Standard of Care. While performing the services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising Consultant's professional skill and expertise. Consultant represents and maintains that Consultant is skilled in the technical calling necessary to perform all services, duties and obligations required by this Agreement and to fully and adequately complete each Assigned Project.

7. **BASIC SERVICES OF CONSULTANT.**

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

7.1 Right to Preliminary Review. All work prepared by Consultant shall be subject to the approval of the Project Manager. Consultant shall allow Project Manager to inspect and review Consultant's work in progress at any reasonable time. All reports, working papers, and similar work products prepared for submission in the course of providing services under this Agreement, or any Supplement Agreement, shall be submitted to the Project Manager in draft

form. In the event that Project Manager, in his or her sole discretion, determines the formally submitted work product to be inadequate, Consultant may be required to revise and resubmit the work at no additional cost to City. Should Consultant fail to make requested corrections in a timely manner, such corrections may be made by City, and the cost thereof charged to Consultant.

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

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

8. INDEPENDENT CONTRACTOR.

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

8.1 Control and Payment of Subordinates. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, and worker's compensation insurance.

8.2 Subordinates and Subconsultants. Consultant shall employ, at Consultant's own expense, technicians and professionals properly skilled in the various aspects of the design and construction of facilities required. If subconsultants are engaged for any portions of the services,

Consultant shall advise the Project Manager in writing of their selection prior to their performance of work. The Project Manager shall have the authority to approve or reject the use of any subconsultant for any of the services.

9. **LICENSES.**

9.1 State Professional Licenses. Consultant represents and warrants to City that Consultant and all subconsultants have all licenses, permits, qualifications and approvals of whatever nature which are legally required to practice its profession. Consultant further represents that Consultant shall maintain all such licenses and approvals in full effect during the term of this Agreement. Consultant shall ensure that all subconsultants who perform portions of the services under this Agreement shall be properly licensed to perform their respective portions of the work and shall maintain current California licenses in their respective fields.

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

10. **EXTRA SERVICES OF CONSULTANT.**

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

11. **DISPUTED WORK.**

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

Manager shall not in any way be construed as proving that the work or services in question are Extra Services. The notice must be approved or rejected by the Project Manager, and if the Project Manager determines that Consultant is correct, the work or services shall be allowed and paid for as Extra Services.

12. **UNAUTHORIZED WORK.**

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

13. **TERMINATION OF AGREEMENT.**

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

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

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

14. **PROJECT SCHEDULE.**

Consultant shall prepare and submit an estimated time schedule for all major phases of each Assigned Project to the City within fifteen (15) calendar days following City's issuance of a

Notice to Proceed for said project. This schedule shall reflect the project completion time allowed and the overall schedule included in the Consultant's proposal. The schedule will be subject to revision for delays caused by conditions beyond the control of Consultant, and delays which Consultant cannot reasonably foresee. The Project Manager shall be promptly notified of all delays. Should Consultant determine that a schedule modification is necessary, Consultant shall promptly submit a revised Project Schedule for Project Manager's review and approval of the anticipated delay.

15. **ACCOUNTING RECORDS OF CONSULTANT.**

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

16. **INDEMNIFICATION.**

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

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

16.2 Defense Obligation For Design Professional Liability (if applicable). Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and

against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of this Agreement and any Supplemental Agreement hereto, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

16.3 Indemnity For Design Professional Liability (if applicable). When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of this Agreement and any Supplemental Agreement hereto, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

16.4 Defense Obligation For Other Than Design Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: (1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or (2) any breach of the Contract by the Consultant. This duty to defend shall apply whether or not such claims,

allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

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

17. INSURANCE.

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

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

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

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

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

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

17.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting

for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

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

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

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

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

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

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City.

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

17.5 Technology Professional Liability. Prior to City's execution of this Agreement, Consultant shall obtain and maintain during the term of this Agreement technology errors and omissions professional liability insurance with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate, to protect the City from claims resulting from the Consultant's professional services as described specifically herein. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient respond to these obligations.

17.6 Cyber Liability Insurance. Prior to City's execution of this Agreement, Consultant shall obtain and maintain during the term of this Agreement cyber liability insurance with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide for breach response costs as well as regulatory fines

and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

18. SUBCONTRACTORS' INSURANCE.

Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss, that may be caused by the subcontractors' scope of services and activities provided in furtherance of this Agreement and any Supplemental Agreement hereto, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that subcontractors have obtained insurance policies and coverages required by this section.

19. REPRODUCTION OF DOCUMENTS.

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

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

20. OWNERSHIP OF DOCUMENTS.

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

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

that work created by Consultant at the direction of the City is work made for hire and belongs exclusively to the City. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced including, without limitation, any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

21. **SUCCESSORS AND ASSIGNS.**

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

22. **NONDISCRIMINATION.**

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

23. **FULL COMPENSATION.**

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

24. **MODIFICATIONS.**

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

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

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

25. **PREVAILING WAGE.**

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

26. **NOTICES.**

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

CONSULTANT	CITY
DCSE, Inc. 23461 S. Pointe Drive Suite 300 Laguna Hills, CA 92653 Attn: Masoud Hoseyni	City of Riverside Public Utilities Department 3900 Main Street Riverside, CA 92522 Attn: C.J. Smith

27. **JURISDICTION/VENUE.**

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

28. **GENERAL COMPLIANCE WITH LAWS.**

Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement, or any Supplemental Agreement. Consultant shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of Consultant's services with all applicable laws, ordinances and regulations. This includes compliance with prevailing wage

rates and their payment in accordance with California Labor Code section 1775.

29. **SEVERABILITY.**

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

30. **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.

31. **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.

32. **CONFLICT OF INTEREST.**

Consultant, for itself and on behalf of its key personnel, represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Assigned Projects affected by the above-described services. Consultant further warrants that neither Consultant, nor its key personnel have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

33. **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.

34. **ENTIRE AGREEMENT.**

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

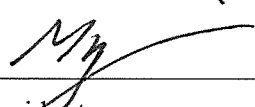
[SIGNATURES ON NEXT PAGE]

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

CITY OF RIVERSIDE,
a California charter city and
municipal corporation

DCSE, INC.
a California corporation

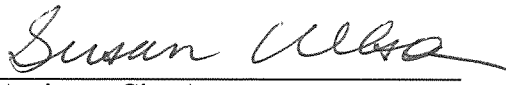
By: _____
City Manager

By:  _____
Title: President

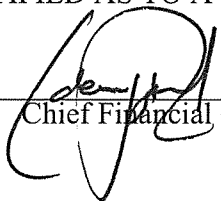
By:  _____
Title: Secretary, Principal

Attest: _____
City Clerk

APPROVED AS TO FORM:

By:  _____
Assistant City Attorney

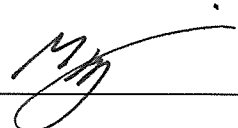
CERTIFIED AS TO AVAILABILITY OF FUNDS:

By:  _____
Chief Financial Officer

WORKERS' COMPENSATION CERTIFICATION

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

Dated: November 1, 2017

By:  _____

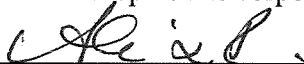
Masoud Hoseyni, President

[Name and Title]

CORPORATE CERTIFICATE

I, Ali Diba, certify that I am the Board of Director's Secretary for the corporation named as Consultant in the foregoing Agreement; that Masoud Hoseyni who signed said Agreement on behalf of Consultant was then President of said corporation; and that said Agreement was duly signed for and in behalf of said corporation by authority of its Governing Body and is within the scope of its corporate powers.

Dated: November 1, 2017

By 

(Corporate Seal)

SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT

Consultant: DCSE, INC.

Project Name: GIS Extension of Staff Services for the GIS Migration Project

The Project Narrative for GIS Extension of Staff Services for the GIS Migration Project ("Project"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, and Consultant's proposal dated September 1, 2017, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, shall constitute a supplement to the Master for Professional Consultant Services Agreement for Various GIS Extension of Staff Services for GIS Migration Project, by and between City and Consultant dated _____, 2017 (the "Agreement"). Consultant agrees to perform the services described in the Project Narrative within the time set forth in the Notice to Proceed for a fee amount of \$_____ and reimbursable expenses not to exceed \$_____, unless otherwise modified by Change Order. Performance of the services shall be subject to the terms and conditions contained in the Agreement.

Dated this _____ day of _____, 2017.

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

DCSE, INC.
a California corporation

By: _____
City Manager

By: _____

Title: _____

By: _____

Title: _____

APPROVED AS TO FORM:

By: _____
Assistant City Attorney

CERTIFIED AS TO AVAILABILITY OF FUNDS:

By: _____
Chief Financial Officer

Attest: _____
City Clerk

EXHIBIT “A”

PROJECT NARRATIVE