MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT

AEGS EAGLE GUARD SERVICES, INC.

CONSULTANT PANELS FOR REAL PROPERTY SERVICES FOR VARIOUS CITY PROJECTS (RFP No. 2291)

Security Guard Services

THIS MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and AEGS EAGLE GUARD SERVICES, INC., a California corporation ("Consultant").

RECITALS

A. The City requires the services of a consultant that is experienced in providing Security Guard Services.

B. The City issued a Request for Proposals for purposes of establishing a panel of consultants experienced in providing consulting services in each of the following six categories: (1) Appraisal Services; (2) Acquisition Services; (3) Relocation Services; (4) Property Management Services – Interim and Full Scope; (5) Environmental Site Assessments – Phase 1, Phase 2, Asbestos, and Lead-Based Paint Surveys; and (6) Security Guard Services.

C. Consultant has the necessary experience in providing Security Guard Services.

D. Consultant has submitted a proposal to the City and has affirmed its willingness and ability to provide such services in said category.

E. The City may retain Consultant for various projects pursuant to this Agreement.

F. The total Contract Price, as defined herein, for all work assigned to Consultant shall be aggregated.

AGREEMENT

1. **Scope of Services.**

1.1 The City hereby retains Consultant to perform, and Consultant agrees to render, professional services for various City projects ("Assigned Project") as those services are more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference.

1.2 During the term of this Agreement, as the need arises, Consultant shall have the opportunity to submit proposals for Assigned Projects. The scope of work, including the completion date for the Assigned Project, will be as set forth in writing and issued by the City ("Project Narrative"). Any modification to the Services will also be set forth in the Project Narrative. All proposals submitted shall be reviewed by the Contract Administrator, as that term is defined below, and a single consultant will be selected to perform the services for that particular Assigned Project. Acceptance of Consultant's proposal shall be made in the form of a Supplemental Agreement for the Assigned Project, a sample of which is attached hereto as Exhibit "B" and incorporated herein by reference, or by Consultant's acceptance of the terms and conditions of the City's Purchase Order.

2. **Term**. This Agreement shall begin on the Effective Date and shall expire five (5) years thereafter ("Expiration Date") or the required date for completion of an Assigned Project, provided a project was assigned prior to the Expiration Date. If the maximum cumulative payment obligation is not reached, the City may, at its option, extend the term for one (1) additional three (3) year terms, not to exceed eight (8) years based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement. Pricing is to remain firm for the entire contract term, including any future extensions.

3. **Compensation/Payment**.

3.1 **Contract Price**. The total amount to be paid to Consultant for all Assigned Projects pursuant to this Agreement shall not exceed an aggregate of Two Hundred Fifty Thousand Dollars ($250,000.00) over the term of this Agreement.

3.2 Consultant shall receive compensation for all Services rendered under this Agreement as set forth in Exhibit "A" and set forth in the Supplemental Agreement or Purchase Order issued by the City. There will be no reimbursement for out-of-pocket expenses including but not limited to travel and lodging, local travel/mileage, photocopying, first class U.S. postage, telephone, facsimile, and mobile/telephone communication charges. With prior written approval, City may choose to approve reimbursement for overnight courier charges, certified return/receipt mail charges, and specialty reproduction charges at cost plus ten percent (10%) for administrative, coordination and handling time.

3.3 Payments shall be made in accordance with the City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed.

The invoices shall be delivered to the City at the address set forth in Section 4 hereof. For each Assigned Project, Consultant agrees that each assignment will be on a fixed fee basis, as mutually agreed to in writing by both City and Consultant prior to engagement of any assignment.

3.4 In the event Consultant fails, due to its own negligence, to submit any required report to City by the due date set forth in the Project Narrative, the fee to be received by Consultant may be reduced by ten percent (10%) each three (3) business day period that the report is late.

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	To Consultant
Community & Economic Development/RPS City of Riverside Attn: Department Director 3900 Main Street Riverside, CA 92522	AEGS Eagle Guard Services, Inc. Attn: Tajala Aziz 17425 Chatsworth Street, Suite 201 Granada Hills, CA 91344

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 Department Director to administer this Agreement on behalf of the 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 designate a representative for each Assigned Project ("Project Representative"). Consultant's Project Representative shall be available to the City at all reasonable times and will be the primary individual performing the Services under the Assigned Project. 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 reference and assigned to perform portions of the Services shall remain assigned through completion of the Services. Any substitution of personnel or the Project Representative shall be subject to the City's written approval. In the event that the City and Consultant cannot agree as to the substitution of the Project Representative or other key personnel, the City shall be entitled to terminate this Agreement.

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 Department Director and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the City's 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 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. 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 the City. Consultant will reimburse Client 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 Contract, 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 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 the 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 the 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 the City's execution of this Agreement, Consultant shall file with the 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 the City. Any certificate filed with the City shall provide that the 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 the 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 the 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 the City and shall include the City and their 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 their 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.

12.4 **Errors and Omissions Insurance**. Prior to the 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 the City's request, Consultant shall provide the 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**. The City reserves the right to employ other Consultants in connection with the Assigned 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 the 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 the 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 the City's name or insignia, photographs of the Assigned Project, or any publicity pertaining to the Services or the Assigned Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City. This provision shall survive the expiration or terminating of this Agreement.

18. **Ownership of Documents**. All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of the City upon the City's compensation to Consultant for its services as herein provided. Consultant shall not release to others information furnished by the City without prior express written approval of the City. This provision shall survive the expiration or terminating of this Agreement.

19. **Copyrights.** Consultant agrees that any work prepared for the 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 the City, and agrees to provide all assistance reasonably requested by the City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at the City's expense, but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. This provision shall survive the expiration or terminating of this Agreement.

20. **Conflict of Interest**. Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Assigned 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, the 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.

23. **Waiver**. No action or failure to act by the City shall constitute a waiver of any right or duty afforded the 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 the City.

25. **Termination**. The 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, the City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to the City.

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

25.2 The 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 The City decides to abandon or postpone an Assigned 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, the City reserve the right to withhold and offset said amounts from payments or refunds or reimbursements owed by the City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by the City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, the 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 the 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 in the Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

29. **Nondiscrimination** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or 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**. The 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. **Digital and Counterpart Signatures**. Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

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

Exhibit "A" - Scope of Services
Exhibit "B" - Supplemental Agreement
Exhibit "C" - Key Personnel

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the 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

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
for Chief Financial Officer

AEGS EAGLE GUARD SERVICES, INC., a California corporation

By: Abdul W. Aziz

Abdul W. Aziz
[Printed Name]

Chief Financial officer
[Title]

and

By: Malalai Aziz

Malalai Aziz
[Printed Name]

President
[Title]

24-1619.1 SDW 9/17/24

EXHIBIT "A"

SCOPE OF SERVICES

AEGS EAGLE GUARD SERVICES, INC.

SECURITY SOLUTIONS FOR A SAFER OPERATION

b. Statement of Understanding and Approach This section must demonstrate an understanding of the Services. It should describe the general approach, organization and staffing required for the Services requested. If necessary, preliminary investigations, due diligence, and research shall be discussed in this section.

1. Security Officer -> Shift Supervisor -> Operations Manager(s) -> Senior Manager -> CEO

c. Company Information

AEGS Eagle Guard Services Inc. A California S Corporation State License # PPO 121908
Founded: April 2023
Phone: 818-488-9734
Number of Employees: 9
Small Business; Minority and Women-Owned Business Enterprise
Address: 17425 Chatsworth St. Suite 201, Granada Hills CA 91344
Services: Residential, Corporate Campus, Healthcare, Executive Protection, Retail, and Construction Security

We are pleased to confirm that AEGS Eagle Guard Services Inc. is in good financial standing. We have not filed for bankruptcy, are not involved in any pending litigation, have no planned office closures, and are not undergoing any impending mergers. We remain committed to maintaining a stable and secure business environment for our clients, employees, and stakeholders.

d. Company Personnel

Fidel Silva - Operations Manager:

- 10 years experience in the security industry
- 7 years managing a corporate campus for Fortune 100 tech company, consisting of over 150 security personnel
- 3 years of security guard experience consisting of vehicle patrols and stationary posts
- Administrative Savvy, Leadership, Communication, Scheduling and Compliance skills
- Project Highlight: Developed the security team for a fortune 100 company from the ground up

Mario Campos - Qualifying Manager/Senior Manager:

- 42 years of experience in the security industry

- 8 years as a member of the State Department of Consumer Affairs and a Chairman of the Disciplinary Review Committee South, Bureau of Security and Investigative Services
- Appointed as a Commissioned Officer by Governor Edmund Brown Jr., in 2013 for a four year term and subsequent re-appointment for an additional 4 years, ending in 2021.

Chelsea Christian - Human Resources Representative

- B.A Psychology
- 10 years of administrative and clerical experience
- 10 years working directly with people and providing aid
- 3 years of human resource experience
- Managed and maintained database of over 250k personnel

AEGS Eagle Guard Services Inc. hereby confirms that we will not be employing any subcontractors for the specified scope of work outlined in the RFP.

e. Experience and References

The highlighted projects are based on the experience of the management team that will be responsible for the City of Riverside RFP operations.

Agency: Apple Culver City
Contact/Reference: Security Operations Manager John Pacheco; 310.916.8008
From 2018-2020 Operations Manager worked with a team of supervisors to establish a fortune 100 tech companies special project operations. The special project operations consisted of security receiving irregular hours requests from the client throughout the year that security must staff. These were temporary hours until a project within the campus was completed. The operation manager was in charge of gathering data on staffing, project issues, access issues, OT hours accrued, reasons for the OT accrued and security suggestions to continue to streamline the special project operations.

Agency: Apple San Diego
Contact/Reference: Security Operations Manager Alisha Carson; 619.495.2453
From 2020-2023, the Operations Manager successfully created a security deployment infrastructure by providing risk assessment to the client and determining the amount of security professionals needed. Developed the emergency and standard SOPS for each location of the campus and post orders for each post within each location. The buildings ranged from beachfront locations to high-rise buildings and commercial locations. The end goal completed was for the operations to be self-sustainable by providing in-depth training to supervisors and security professionals in their role.

Agency: Apple Culver City
Contact/Reference: Security Operations Manager John Pacheco; 310.916.8008
In 2023, at a Culver City portfolio, the Operations Manager assisted with the growth of a Fortune 100 tech company campus. The Operations Manager worked with other managers to staff, train,

and ensure compliance while the campus expanded from 18 buildings to over 25 buildings. This included staffing new mobile patrol officers and stationary guard professionals.
The projects cited above was a continuous project with the same client that took place over the span of 8 years. There were two different references most knowledgeable about the project outside of AEGS Eagle Guard's Operations Manager who will be overseeing the scope of work in this RFP.

1. John Pacheco, Operations Manager, Culver City Campus; 310-916-8008
2. Alisha Carson, Operations Manager, San Diego Campus; 619.495.2453

EXHIBIT "B"

SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT

[CONSULTANT]

[PROJECT]

The Project Narrative for _____ Services ("Assigned Project"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, and Consultant's proposal dated _____, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, shall constitute a supplement to the Master Professional Consultant Services Agreement for Real Property Services for Various City Projects by and between the City and Consultant dated _____ ("Agreement"). Consultant agrees to perform the services described in the Project Narrative within the time set forth in the Project Narrative for a fee in an amount not to exceed $_____. Performance of the services shall be subject to the terms and conditions contained in the Agreement.

Dated this _____ day of _____, 20__.

[SIGNATURES ON FOLLOWING PAGE.]

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

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
Chief Financial Officer

[CONSULTANT]

By: Abdul W. Aziz

Abdul W. Aziz
[Printed Name]

Chief financial officer
[Title]

and

By: Malalai Aziz

Malalai Aziz
[Printed Name]

President
[Title]

EXHIBIT "A"

PROJECT NARRATIVE

EXHIBIT "B"

CONSULTANT'S PROPOSAL

EXHIBIT "C"

KEY PERSONNEL

AEGS EAGLE GUARD SERVICES, INC.

SECURITY SOLUTIONS FOR A SAFER OPERATION

b. Statement of Understanding and Approach This section must demonstrate an understanding of the Services. It should describe the general approach, organization and staffing required for the Services requested. If necessary, preliminary investigations, due diligence, and research shall be discussed in this section.

1. Security Officer -> Shift Supervisor -> Operations Manager(s) -> Senior Manager -> CEO

c. Company Information

AEGS Eagle Guard Services Inc. A California S Corporation State License # PPO 121908
Founded: April 2023
Phone: 818-488-9734
Number of Employees: 9
Small Business; Minority and Women-Owned Business Enterprise
Address: 17425 Chatsworth St. Suite 201, Granada Hills CA 91344
Services: Residential, Corporate Campus, Healthcare, Executive Protection, Retail, and Construction Security

We are pleased to confirm that AEGS Eagle Guard Services Inc. is in good financial standing. We have not filed for bankruptcy, are not involved in any pending litigation, have no planned office closures, and are not undergoing any impending mergers. We remain committed to maintaining a stable and secure business environment for our clients, employees, and stakeholders.

d. Company Personnel

Fidel Silva - Operations Manager:

- 10 years experience in the security industry
- 7 years managing a corporate campus for Fortune 100 tech company, consisting of over 150 security personnel
- 3 years of security guard experience consisting of vehicle patrols and stationary posts
- Administrative Savvy, Leadership, Communication, Scheduling and Compliance skills
- Project Highlight: Developed the security team for a fortune 100 company from the ground up

Mario Campos - Qualifying Manager/Senior Manager:

- 42 years of experience in the security industry

- 8 years as a member of the State Department of Consumer Affairs and a Chairman of the Disciplinary Review Committee South, Bureau of Security and Investigative Services
- Appointed as a Commissioned Officer by Governor Edmund Brown Jr., in 2013 for a four year term and subsequent re-appointment for an additional 4 years, ending in 2021.

Chelsea Christian - Human Resources Representative

- B.A Psychology
- 10 years of administrative and clerical experience
- 10 years working directly with people and providing aid
- 3 years of human resource experience
- Managed and maintained database of over 250k personnel

AEGS Eagle Guard Services Inc. hereby confirms that we will not be employing any subcontractors for the specified scope of work outlined in the RFP.

e. Experience and References

The highlighted projects are based on the experience of the management team that will be responsible for the City of Riverside RFP operations.

Agency: Apple Culver City
Contact/Reference: Security Operations Manager John Pacheco; 310.916.8008
From 2018-2020 Operations Manager worked with a team of supervisors to establish a fortune 100 tech companies special project operations. The special project operations consisted of security receiving irregular hours requests from the client throughout the year that security must staff. These were temporary hours until a project within the campus was completed. The operation manager was in charge of gathering data on staffing, project issues, access issues, OT hours accrued, reasons for the OT accrued and security suggestions to continue to streamline the special project operations.

Agency: Apple San Diego
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and ensure compliance while the campus expanded from 18 buildings to over 25 buildings. This included staffing new mobile patrol officers and stationary guard professionals.
The projects cited above was a continuous project with the same client that took place over the span of 8 years. There were two different references most knowledgeable about the project outside of AEGS Eagle Guard's Operations Manager who will be overseeing the scope of work in this RFP.

1. John Pacheco, Operations Manager, Culver City Campus; 310-916-8008
2. Alisha Carson, Operations Manager, San Diego Campus; 619.495.2453

MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT

ALL ENVIRONMENTAL, INC.

CONSULTANT PANELS FOR REAL PROPERTY SERVICES FOR VARIOUS CITY PROJECTS (RFP No. 2291)

Environmental Services

THIS MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and ALL ENVIRONMENTAL, INC., a California corporation ("Consultant").

RECITALS

A. The City requires the services of a consultant that is experienced in providing Environmental Services.

B. The City issued a Request for Proposals for purposes of establishing a panel of consultants experienced in providing consulting services in each of the following six categories: (1) Appraisal Services; (2) Acquisition Services; (3) Relocation Services; (4) Property Management Services – Interim and Full Scope; (5) Environmental Site Assessments – Phase 1, Phase 2, Asbestos, and Lead-Based Paint Surveys; and (6) Security Guard Services.

C. Consultant has the necessary experience in providing Environmental Services.

D. Consultant has submitted a proposal to the City and has affirmed its willingness and ability to provide such services in said category.

E. The City may retain Consultant for various projects pursuant to this Agreement.

F. The total Contract Price, as defined herein, for all work assigned to Consultant shall be aggregated.

AGREEMENT

1. **Scope of Services.**

1.1 The City hereby retains Consultant to perform, and Consultant agrees to render, professional services for various City projects ("Assigned Project") as those services are more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference.

1.2 During the term of this Agreement, as the need arises, Consultant shall have the opportunity to submit proposals for Assigned Projects. The scope of work, including the completion date for the Assigned Project, will be as set forth in writing and issued by the City ("Project Narrative"). Any modification to the Services will also be set forth in the Project Narrative. All proposals submitted shall be reviewed by the Contract Administrator, as that term is defined below, and a single consultant will be selected to perform the services for that particular Assigned Project. Acceptance of Consultant's proposal shall be made in the form of a Supplemental Agreement for the Assigned Project, a sample of which is attached hereto as Exhibit "B" and incorporated herein by reference, or by Consultant's acceptance of the terms and conditions of the City's Purchase Order.

2. **Term**. This Agreement shall begin on the Effective Date and shall expire five (5) years thereafter ("Expiration Date") or the required date for completion of an Assigned Project, provided a project was assigned prior to the Expiration Date. If the maximum cumulative payment obligation is not reached, the City may, at its option, extend the term for one (1) additional three (3) year terms, not to exceed eight (8) years based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement. Pricing is to remain firm for the entire contract term, including any future extensions.

3. **Compensation/Payment**.

3.1 **Contract Price**. The total amount to be paid to Consultant for all Assigned Projects pursuant to this Agreement shall not exceed an aggregate of Two Hundred Fifty Thousand Dollars ($250,000.00) over the term of this Agreement.

3.2 Consultant shall receive compensation for all Services rendered under this Agreement as set forth in Exhibit "A" and set forth in the Supplemental Agreement or Purchase Order issued by the City. There will be no reimbursement for out-of-pocket expenses including but not limited to travel and lodging, local travel/mileage, photocopying, first class U.S. postage, telephone, facsimile, and mobile/telephone communication charges. With prior written approval, City may choose to approve reimbursement for overnight courier charges, certified return/receipt mail charges, and specialty reproduction charges at cost plus ten percent (10%) for administrative, coordination and handling time.

3.3 Payments shall be made in accordance with the City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed.

The invoices shall be delivered to the City at the address set forth in Section 4 hereof. For each Assigned Project, Consultant agrees that each assignment will be on a fixed fee basis, as mutually agreed to in writing by both City and Consultant prior to engagement of any assignment.

3.4 In the event Consultant fails, due to its own negligence, to submit any required report to City by the due date set forth in the Project Narrative, the fee to be received by Consultant may be reduced by ten percent (10%) each three (3) business day period that the report is late.

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	To Consultant
Community & Economic Development/RPS City of Riverside Attn: Department Director 3900 Main Street Riverside, CA 92522	All Environmental, Inc. Attn: Chad Matthews 2500 Camino Diablo Walnut Creek, CA 94597

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 Department Director to administer this Agreement on behalf of the 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 designate a representative for each Assigned Project ("Project Representative"). Consultant's Project Representative shall be available to the City at all reasonable times and will be the primary individual performing the Services under the Assigned Project. 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 reference and assigned to perform portions of the Services shall remain assigned through completion of the Services. Any substitution of personnel or the Project Representative shall be subject to the City's written approval. In the event that the City and Consultant cannot agree as to the substitution of the Project Representative or other key personnel, the City shall be entitled to terminate this Agreement.

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 Department Director and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the City's 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 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. 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 the City. Consultant will reimburse Client 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 Contract, 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 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 the 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 the 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 the City's execution of this Agreement, Consultant shall file with the 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 the City. Any certificate filed with the City shall provide that the 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 the 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 the 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 the City and shall include the City and their 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 their 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.

12.4 **Errors and Omissions Insurance.** Prior to the 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 the City's request, Consultant shall provide the 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.** The City reserves the right to employ other Consultants in connection with the Assigned 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 the 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 the 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 the City's name or insignia, photographs of the Assigned Project, or any publicity pertaining to the Services or the Assigned Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City. This provision shall survive the expiration or terminating of this Agreement.

18. **Ownership of Documents**. All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of the City upon the City's compensation to Consultant for its services as herein provided. Consultant shall not release to others information furnished by the City without prior express written approval of the City. This provision shall survive the expiration or terminating of this Agreement.

19. **Copyrights.** Consultant agrees that any work prepared for the 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 the City, and agrees to provide all assistance reasonably requested by the City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at the City's expense, but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. This provision shall survive the expiration or terminating of this Agreement.

20. **Conflict of Interest**. Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Assigned 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, the 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.

23. **Waiver**. No action or failure to act by the City shall constitute a waiver of any right or duty afforded the 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 the City.

25. **Termination**. The 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, the City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to the City.

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

25.2 The 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 The City decides to abandon or postpone an Assigned 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, the City reserve the right to withhold and offset said amounts from payments or refunds or reimbursements owed by the City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by the City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, the 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 the 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 in the Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

29. **Nondiscrimination** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or 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**. The 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. **Digital and Counterpart Signatures**. Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

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

Exhibit "A" - Scope of Services
Exhibit "B" - Supplemental Agreement
Exhibit "C" - Key Personnel

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the 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

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
for Chief Financial Officer

ALL ENVIRONMENTAL, INC.,
a California corporation

By: _____
Chad Matthews
[Printed Name]

Government Contracts Administrator
[Title]

and

By: _____
Jeb Bonnett
[Printed Name]

Senior Vice President
[Title]

EXHIBIT "A"

SCOPE OF SERVICES

2.1 Demonstrated Understanding

Phase I Environmental Site Assessment (ESA) ASTM E1527-13 & E1527-21:
The Phase I ESA will be performed in conformance with the scope and limitations of ASTM Standard Practice E1527-13 and the Environmental Protection Agency Standards and Practices for All Appropriate Inquiries (40 CFR Part 312) and ASTM E1527-21. The Phase I ESA will be conducted under the charge of an Environmental Professional and will include the following:

- Site visit and walk-through of the property and structures, readily accessible interior common areas, and a representative sample of occupant spaces. Items such as current and past uses of the property and adjoining properties; property boundaries; observable topographic, geologic, and hydrogeologic conditions; structures or other improvements; roads; source and location of potable water; wells; surface water; potential hazardous substances and/or petroleum products; storage tanks; abnormal odors; pools of liquid; drums and containers; suspected fill materials; stained soil or pavement; stressed vegetation; solid waste; waste water discharges; floor drains, sumps or clarifiers; and septic systems shall be noted as reasonably and visibly observed.
- Search of local, state, tribal and federal databases in accordance with current ASTM and AAI standard search distances.
- Contact local and state agencies, such as environmental health departments, fire prevention bureaus, and building and planning departments to identify any current or previous reports of hazardous materials use, storage, and/or unauthorized releases that may have impacted the subject property. In addition, information pertaining to Activity and Use Limitations (AULs), defined as legal or physical restrictions, or limitations on the use of, or access to, a site or facility, if requested.
- Site history and land use review, including reasonably ascertainable agency records, aerial photographs, historical city directories, fire insurance maps, and other applicable sources.
- Interviews with knowledgeable persons (i.e. past and present owners, property managers, tenants, neighbors), as available and open to interview, regarding the history, operations, waste management, and other environmental considerations for the property.
- Additional observations, though generally outside the scope of a PH I ESA but provided as a service to our clients unless otherwise instructed, include EPA-determined radon zone, visual inspection of asbestos-containing building materials, lead-based paint, and mold.
- Report includes findings, opinions and conclusions, photographs, site map, historical sources, and qualifications in a manner consistent with standard practices.

HUD, CDBG, HOME, ESG Funding, and NEPA Environmental Review (If Needed):
Furthermore, if needed the ESA can comply with the requirements of Chapter 9 (Environmental Review & Requirements) of HUD's Multifamily Accelerated Processing (MAP) Guide, revised March 19, 2021 or the HUD LEAN Handbook, Chapter 7 Environmental Review, revised January 19, 2017:

- If requested and required per HUD Guidelines, AEI will perform a baseline asbestos survey in general accordance with ASTM E2356-18. This scope will provide a screening and evaluation of suspect ACMs as well as the sampling and analysis to determine asbestos content.
- If requested and required per HUD Guidelines, AEI will perform a Lead-Based Paint (LBP) Inspection and/or Risk Assessment in accordance with HUD Guidelines. The scope of this survey and the number of units and common areas to be assessed is being completed in accordance with the requirements of Chapters 5 and 7 of the Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing.
- If required by HUD Guidelines, radon testing at the Subject will be completed in accordance with the latest requirements established by HUD and will consist of 100% ground floor units and 10% upper floor units being tested in each residential building. Duplicates and blanks will also be utilized. All testing will be completed by certified measurement professional with credential from the American Association of Radon Scientists and Technicians (AARST) and/or the National Radon Proficiency Program (NRRP). For those states where radon testing needs to be conducted by a licensed radon

measurement professional, AEI will have same completed by a licensed professional properly registered in said state.

Part 58 CEST Environmental Review: (Potentially needed for CDBG, HOME, and ESG Funds)
AEI will complete a Part 58 Environmental Review - Categorically Excluded, Subject to Related Laws and Authorities under 24 CFR §58.5 (CEST) and complete all checklists associated with compliance with the National Environmental Policy Act (NEPA). AEI will prepare the checklist as well as any associated NEPA reports with back-up documentation and exhibits which will confirm our due diligence and support our conclusions. The following items will be assessed for NEPA compliance:

- Coastal Barrier Resources Act/Coastal Barrier Improvement Act
- Historic Preservation/Cultural Resources (Architectural & Archaeological)
- Floodplain Management
- Flood Insurance
- Wetlands Protection
- Coastal Zone Management
- Sole Source Aquifers
- Endangered Species Act
- Wild and Scenic Rivers
- Nationwide Rivers Inventory
- Wild and Scenic River Study Rivers
- Air Quality
- Farmlands Protection
- Environmental Justice
- Noise Abatement and Control
- Contamination and Toxic/Hazardous/Radioactive Materials
- Siting of HUD-Assisted Projects near Hazardous Operations
- Explosive and Flammable Hazards
- Airport Clear Zones and Accident Potential Zones

Part 58 Environmental Assessment: (Potentially needed for CDBG, HOME, and ESG Funds)
AEI will complete an Environmental Assessment and complete all checklists associated with compliance with the National Environmental Policy Act (NEPA). AEI will prepare the checklist as well as any associated NEPA reports with back-up documentation and exhibits which will confirm our due-diligence and support our conclusions. The following items will be assessed for NEPA compliance:

- Coastal Barrier Resources Act/Coastal Barrier Improvement Act
- Historic Preservation/Cultural Resources (Architectural & Archaeological)
- Floodplain Management
- Flood Insurance
- Wetlands Protection
- Coastal Zone Management
- Sole Source Aquifers
- Endangered Species Act
- Wild and Scenic Rivers
- Nationwide Rivers Inventory
- Wild and Scenic River Study Rivers
- Air Quality
- Slope
- Farmlands Protection
- Environmental Justice
- Noise Abatement and Control
- Contamination and Toxic/Hazardous/Radioactive Materials
- Siting of HUD-Assisted Projects near Hazardous Operations
- Explosive and Flammable Hazards
- Airport Clear Zones and Accident Potential Zones
- Conformance with Comprehensive Plans
- Zoning and Land Use Compatibility
- Scale and Urban Design
- Erosion

- Soil Suitability
- Storm Water Runoff and Drainage
- Hazards and Nuisances including Site Safety and Noise
- Energy Consumption
- Demographic Character Changes
- Displacement
- Employment and Income Patterns
- Educational Facilities
- Cultural Facilities
- Commercial Facilities
- Health Care Services
- Social Services
- Solid Waste Disposal and Recycling
- Wastewater and Sanitary Sewers
- Water Supply
- Public Safety (Police, Fire, Emergency Medical)
- Parks, Open Space, and Recreation
- Transportation and Accessibility
- Water Resources
- Unique Natural Features
- Vegetation
- Wildlife

Asbestos Survey:
The objective of the survey will be to identify, as far as practicable, visible, and accessible suspect asbestos-containing materials (ACM) used in construction, within the interior areas of the Site for site evaluation purposes. Identification of asbestos materials is required so that appropriate actions may be taken, if necessary, to protect site workers and to effectively manage asbestos materials in accordance with all applicable regulations. Suspect building materials will be divided into "Homogeneous Areas", which are determined by the inspector to be similar based on their color, texture, and age. A representative number of samples will be collected for each Homogeneous Area. AEI's certified asbestos Inspector(s) will collect bulk samples in 4-mil plastic bags (or similar sealable container), and transport them to a laboratory. Each sample collected will be assigned its own unique coded number. Samples will be collected, analyzed, and stored under strict chain-of-custody protocol. The following are the Homogeneous Application symbols which shall be used for identification during each of the surveys:

T = Thermal System Insulation
M = Miscellaneous Materials
S = Surfacing Materials (Troweled or Spray-Applied)

Any materials identified and deemed inaccessible by the inspector(s) will be noted. Asbestos surveys are considered destructive in that the collection of multiple bulk building material samples must be performed for subsequent laboratory analysis. Multiple samples of each suspect building material are collected utilizing hand tools via chipping, cutting, gouging, coring, or scraping. Samples may vary in size depending upon the type of material(s) being collected and the location of the material. Larger samples are sometimes required to access layered materials (i.e., multiple layers of flooring or roofing).

Numbers of samples which may be collected will be based on AEI's in-house sampling protocol, which is based in part on the EPA Asbestos Hazard Emergency Response Act (AHERA) regulations. Any materials identified and deemed inaccessible by the inspector(s) will be noted and discussed in the formal report. AEI's estimate for the number of bulk material samples that will be collected/analyzed during the inspection is included in the Fee Proposal. It should be noted that some materials are multi-layered and are inseparable during the bulk sample collection process. Each layer requires specific analysis and reporting by layer (each layer = 1 sample analysis).

The minimum number of samples to be collected and analyzed for each homogeneous material shall be as specified in the following table. This table was developed based on the AHERA Sampling Protocol (40 CFR 763.86).

Homogeneous Material Classification	Number of Samples
Surfacing Materials	Up to 1,000 sq. ft. - 3 Samples 1,001 - 5,000 sq.ft. - 5 Samples 5,001 - 10,000 sq.ft. - 7 Samples Over 10,000 sq.ft. - Minimum 9 Samples
Thermal Systems Insulation	Minimum 3 Samples, per system
Miscellaneous Materials	Minimum 2 Samples, per HA
Patch Materials	Minimum 2 Sample, per patch

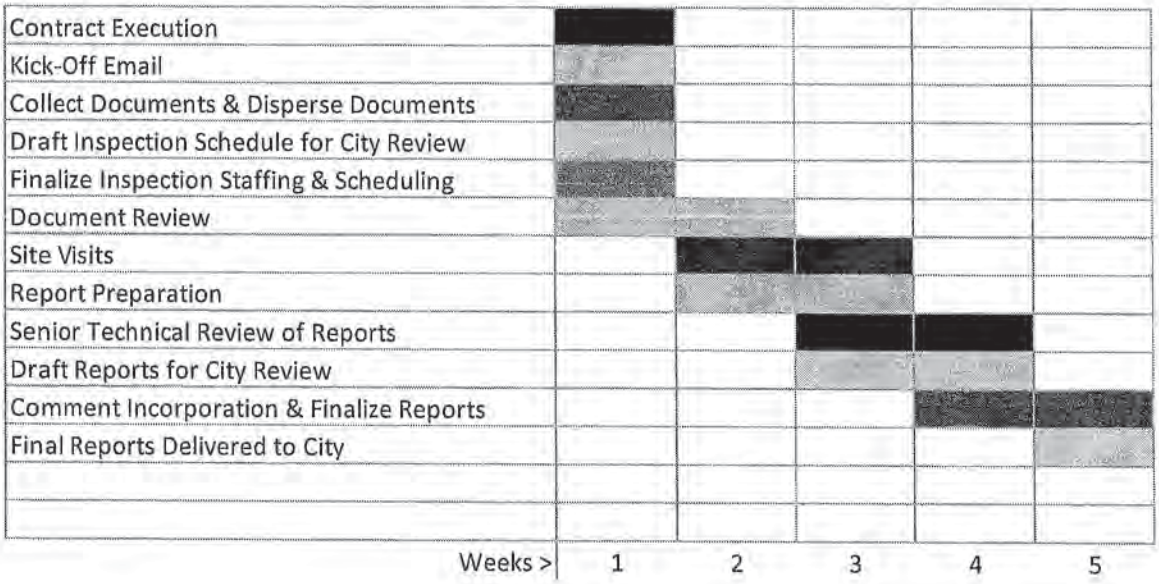
Sample analysis will be performed using Polarized Light Microscopy with Dispersion Staining (PLM/DS) in accordance with the Environmental Protection Agency (EPA) Method 600/M4-82-020, or EPA Method 600/R-93/116 at a licensed/accredited laboratory. All samples shall be submitted to the analytical laboratory for analysis on a three-day turnaround unless specified differently in the Fee Proposal.

All work will be performed by a certified/licensed asbestos inspector(s) who has completed the required Environmental Protection Agency (EPA) approved training course for asbestos building inspection.

2.2 General Approach

AEI's goal is to provide timely, accurate, and cost-effective reports so that our clients can make the best-informed business decision. Our project management methodology begins after the receipt of authorization. The AEI point of contact for the client will simultaneously begin the process of staffing and project coordination. A staff member who is most qualified will be chosen to manage the report. Project coordination will begin within 24 hours of project engagement. Phase 1 Environmental Site Assessment will be delivered within a 25 to 30-business day turnaround. It should be noted that additional responses from State agencies will be required prior to being able to finalize a Phase 1 Environmental Site Assessment. State agencies typically have 30-60 days to provide a response upon receipt of consultation. This includes responses, if needed, from Air Quality, Endangered Species, Farmlands Protection and Historic Preservation. Reports will be delivered by Point of Contact. The bar chart below provides a visual depiction of the services to be provided and timeline for completion by AEI:

Timeline



AEI

Once a project report is written, the project manager will submit a draft report/finding to an internal AEI Senior Author. The Senior Author will ensure the deliverable meets our high internal standards for content, spelling, grammar, and more.

AEI Consultants also employs a project database, which automatically updates all parties involved on a project of the delivery timeline. This includes scheduled reminders at specific timeline milestones, such as email reminders at 5, 2, and 1 day before the deliverable is due. These fail-safes ensure that all involved staff are communicating on progress and deadlines are met.

Final reports can be delivered to the City of Riverside either as a draft or final report, as requested. Any comments, edits, or conversations regarding findings can be brought to Chad Matthews and the Senior Author. AEI can offer early project updates if requested, including an email that provides an early status update, items of potential concern, and forecasting of any recommendations for additional investigation.

Staffing Required:
AEI's Consulting team is projected to consist of those individuals listed in section 4.0 Company Personal. Resumes for these professionals are included in section 10.0

EXHIBIT "B"

SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT

[CONSULTANT]

[PROJECT]

The Project Narrative for _____ Services ("Assigned Project"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, and Consultant's proposal dated _____, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, shall constitute a supplement to the Master Professional Consultant Services Agreement for Real Property Services for Various City Projects by and between the City and Consultant dated _____ ("Agreement"). Consultant agrees to perform the services described in the Project Narrative within the time set forth in the Project Narrative for a fee in an amount not to exceed $_____. Performance of the services shall be subject to the terms and conditions contained in the Agreement.

Dated this _____ day of _____, 20__.

[SIGNATURES ON FOLLOWING PAGE.]

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

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
Chief Financial Officer

[CONSULTANT]

By: _____
Chad Matthews
[Printed Name]

Government Contracts Administrator
[Title]

and

By: _____
Jeb Bonnett
[Printed Name]

Senior Vice President
[Title]

EXHIBIT "A"

PROJECT NARRATIVE

EXHIBIT "B"

CONSULTANT'S PROPOSAL

EXHIBIT "C"

KEY PERSONNEL

4.1 Key Personal

AEI is known for our dependability and responsiveness. From the initial consultation to the final reports, our reliable staff takes ownership of each project including set-up, research, field work, billing, and client communication, resulting in accurate, concise, and well-organized reporting and assessments. AEI is proud of our 30-year track record of providing assessment and consulting services to the commercial real estate community. We have combined our steady growth with consistent financial performance allowing us to continue to grow our office locations across the US. AEI currently employees 350 full-time staff. Below only includes some key staff members, additional personal may be used on a project by project basis.

Key Personnel

AEI Consultants has assembled an experienced and diverse team of experts for work with the City of Riverside. Chad Matthews, will be the point-of-contact. Staige Miller will be the Project Director. Please see below for a table of key personnel, roles, and qualifications.

Key Personnel	Certifications	Role	Years of Experience
Staige Miller Phone: 804.938.3935 Email:Staige.miller@aeiconsultants.com	MPA - Master of Public Administration B.S. Environmental Policy & Planning and Political Science	Principal and Project Director	22; Oversees HUD Environmental Services Division
Chad Matthews Phone: 804.389.2641 Email: cmatthews@aeiconsultants.com	B.S. Business Administration and Management	Point of Contact	8 years; Oversees Government and Public Housing Authority Procurements/RFPs
Adam J. Bennett Phone: 424.292.3683 Email: abennett@aeiconsultants.com	B.A. Geology	Principal	25; Senior Vice President Environmental Due Diligence
Lindsay Garrard Phone: 978.289.2741 Email: lgarrard@aeiconsultants.com	B.A. Environmental Studies: Policy HUD Environment Review Training (WISER) HUD 24 CFR Part 58 Environmental Review Training ACHP Section 106 Essentials Course NEPA Specialist	Key Team Member	8; Senior Technical Reviewer on Environmental Services
Phillip Van Gorder Phone: 703.855.0792 Email: pvangorder@aeiconsultants.com	B.S. Integrated Science and Technology ISAT; Concentration in Environmental Studies HUD 24 CFR Part 58 Environmental Review Training HUD Environment Review Training (WISER)	Key Team Member	8; Senior Technical Reviewer on Environmental Services

Kathleen McFatridge Phone: 804.412.8766 Email: kmcfatridge@aeiconsultants.com	B.S. Biology HUD Environment Review Training (WISER) HUD Environmental Review Training	Key Team Member	12; Senior Technical Reviewer on Environmental Services
Heather Wrachford Phone: 214.393.5810 Email: hwrachford@aeiconsultants.com	B.S. Geology Phase I and II Environmental Site Assessment Training	Key Team Member	7; Project Manager on Environmental Services
Brittany McCabe Phone: 610.613.8476 Email: bmccabe@aeiconsultants.com	B.S. Environmental Science HU HUD Environment Review Training (WISER) PADEP Chapter 105 and USACE Section 404 permitting, compliance, and mitigation	Key Team Member	5; Project Manager on Environmental Services
Hannah Moran Phone: 978.578.6145 Email: hmoran@aeiconsultants.com	B.S. Environmental and Natural Resources Economics HUD 24 CFR Part 58 Environmental Review Training HUD Environment Review Training (WISER)	Key Team Member	4; Project Manager on Environmental Services
Michael Capozzi Phone: 904.553.0549 Email: mcapozzi@aeiconsultants.com	Licensed Asbestos Supervisor, Asbestos Inspector, EPA Certified Asbestos Inspector and Designer, EPA Certified Asbestos Management Planner, BS - Marine Biology	Key Team Member - Industrial Hygiene	27; Senior Technical Reviewer for Asbestos, Lead Based Paint and Radon Services
Sarah Johnson Phone: 267.581.5651 Email: sjohnson@aeiconsultants.com	B.A. History M.A. Public History Master Certificate in Non-profit Management and Public Administration	Key Team Member - Qualified Historic Professional	7; Senior Technical Reviewer for SHPO and THPO Consultation
Kim Dickens Phone: 916.282.6229 Email: kdickens@aeiconsultants.com	B.A. Anthropology (Archaeology)	Key Team Member	11; Project Manager with SHPO and THPO focus

MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT

ALLTECH INDUSTRIES, INC.

CONSULTANT PANELS FOR REAL PROPERTY SERVICES FOR VARIOUS CITY PROJECTS

Security Guard Services

THIS MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and ALLTECH INDUSTRIES, INC., a California corporation ("Consultant").

RECITALS

A. The City requires the services of a consultant that is experienced in providing Security Guard Services.

B. The City issued a Request for Proposals for purposes of establishing a panel of consultants experienced in providing consulting services in each of the following six categories: (1) Appraisal Services; (2) Acquisition Services; (3) Relocation Services; (4) Property Management Services – Interim and Full Scope; (5) Environmental Site Assessments – Phase 1, Phase 2, Asbestos, and Lead-Based Paint Surveys; and (6) Security Guard Services.

C. Consultant has the necessary experience in providing Security Guard Services.

D. Consultant has submitted a proposal to the City and has affirmed its willingness and ability to provide such services in said category.

E. The City may retain Consultant for various projects pursuant to this Agreement.

AGREEMENT

1. **Scope of Services.**

1.1 The City hereby retains Consultant to perform, and Consultant agrees to render, professional services for various City projects ("Assigned Project") as those services are more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference.

1.2 During the term of this Agreement, as the need arises, Consultant shall have the opportunity to submit proposals for Assigned Projects. The scope of work, including the completion date for the Assigned Project, will be as set forth in writing and issued by the City

("Project Narrative"). Any modification to the Services will also be set forth in the Project Narrative. All proposals submitted shall be reviewed by the Contract Administrator, as that term is defined below, and a single consultant will be selected to perform the services for that particular Assigned Project. Acceptance of Consultant's proposal shall be made in the form of a Supplemental Agreement for the Assigned Project, a sample of which is attached hereto as Exhibit "B" and incorporated herein by reference, or by Consultant's acceptance of the terms and conditions of the City's Purchase Order.

2. **Term**. This Agreement shall begin on the Effective Date and shall expire five (5) years thereafter ("Expiration Date") or the required date for completion of an Assigned Project, provided a project was assigned prior to the Expiration Date. If the maximum cumulative payment obligation is not reached, the City may, at its option, extend the term for one (1) additional three (3) year terms, not to exceed eight (8) years based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement. Pricing is to remain firm for the entire contract term, including any future extensions.

3. **Compensation/Payment**.

3.1 **Contract Price**. The total amount to be paid to Consultant for all Assigned Projects pursuant to this Agreement shall not exceed an aggregate of Two Hundred Fifty Thousand Dollars ($250,000.00) over the term of this Agreement.

3.2 Consultant shall receive compensation for all Services rendered under this Agreement as set forth in Exhibit "A" and set forth in the Supplemental Agreement or Purchase Order issued by the City. There will be no reimbursement for out-of-pocket expenses including but not limited to travel and lodging, local travel/mileage, photocopying, first class U.S. postage, telephone, facsimile, and mobile/telephone communication charges. With prior written approval, City may choose to approve reimbursement for overnight courier charges, certified return/receipt mail charges, and specialty reproduction charges at cost plus ten percent (10%) for administrative, coordination and handling time.

3.3 Payments shall be made in accordance with the City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to the City at the address set forth in Section 4 hereof. For each Assigned Project, Consultant agrees that each assignment will be on a fixed fee basis, as mutually agreed to in writing by both City and Consultant prior to engagement of any assignment.

3.4 In the event Consultant fails, due to its own negligence, to submit any required report to City by the due date set forth in the Project Narrative, the fee to be received by Consultant may be reduced by ten percent (10%) each three (3) business day period that the report is late.

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	To Consultant
Community & Economic Development/RPS City of Riverside Attn: Department Director 3900 Main Street Riverside, CA 92522	Alltech Industries, Inc. Attn: Oscar Gamez 301 E Pomona Boulevard Monterey Park, CA 91755

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 Department Director to administer this Agreement on behalf of the 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 designate a representative for each Assigned Project ("Project Representative"). Consultant's Project Representative shall be available to the City at all reasonable times and will be the primary individual performing the Services under the Assigned Project. 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 reference and assigned to perform portions of the Services shall remain assigned through completion of the Services. Any substitution of personnel or the Project Representative shall be subject to the City's written approval. In the event that the City and Consultant cannot agree as to the substitution of the Project Representative or other key personnel, the City shall be entitled to terminate this Agreement.

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 Department Director and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the City's 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 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. 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 the City. Consultant will reimburse Client 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 Contract, 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 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 the 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 the 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 the City's execution of this Agreement, Consultant shall file with the 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 the City. Any certificate filed with the City shall provide that the 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 the 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 the 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 the City and shall include the City and their 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 their 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.

12.4 **Errors and Omissions Insurance.** Prior to the 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 the City's request, Consultant shall provide the 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.** The City reserves the right to employ other Consultants in connection with the Assigned 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 the 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 the 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 the City's name or insignia, photographs of the Assigned Project, or any publicity pertaining to the Services or the Assigned Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City. This provision shall survive the expiration or terminating of this Agreement.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of the City upon the City's compensation to Consultant for its services as herein provided. Consultant shall not release to others information furnished by the City without prior express written approval of the City. This provision shall survive the expiration or terminating of this Agreement.

19. **Copyrights.** Consultant agrees that any work prepared for the 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 the City, and agrees to provide all assistance reasonably requested by the City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at the City's expense, but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. This provision shall survive the expiration or terminating of this Agreement.

20. **Conflict of Interest**. Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Assigned 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, the 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.

23. **Waiver**. No action or failure to act by the City shall constitute a waiver of any right or duty afforded the 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 the City.

25. **Termination**. The 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, the City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to the City.

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

25.2 The 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 The City decides to abandon or postpone an Assigned 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, the City reserve the right to withhold and offset said amounts from payments or refunds or reimbursements owed by the City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by the City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, the 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 the 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 in the Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

29. **Nondiscrimination** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or 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**. The 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. **Digital and Counterpart Signatures**. Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

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

Exhibit "A" - Scope of Services
Exhibit "B" - Supplemental Agreement
Exhibit "C" - Key Personnel

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the 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

By: _____
Mike Futrell
City Manager

Attested to:

By: _____
Donesia Gause
City Clerk

Approved as to form:

By: Sean Murphy
Sean B. Murphy
Deputy City Attorney

Certified as to availability of funds:

By: _____
Chief Financial Officer

ALLTECH INDUSTRIES, INC.,
a California corporation

By: Oscar Gamez
Oscar Gamez
[Printed Name]
President
[Title]

and

By: Oscar Gamez
Oscar Gamez
[Printed Name]
Secretary
[Title]

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EXHIBIT "A"

SCOPE OF SERVICES

PRINCIPALS & EMPLOYEES

At Alltech, we hold a steadfast commitment to ensuring that every member of our team, whether they serve as Officers, Supervisors, or in Management roles, possesses the requisite Licenses and Permits to work as a Security Officer. This foundational requirement reflects our dedication to professionalism, regulatory compliancy, and the execution of duties with the utmost competence.

We believe that effective leadership is best cultivated through an intimate understanding of the roles our team members undertake. Therefore, it is our expectation that our Management personnel should be well-versed in the intricacies of a site's operations and be prepared to step into an Officer's shoes if the need arises. This approach underscores our belief that all members of our team must exhibit professionalism and perform their duties to the highest standards.

In situations where a Manager conducts on-site inspections or supervision and identifies areas of concern or discrepancies that fall short of our stringent standards, they possess the authority to make immediate corrections. In such cases, the Manager can temporarily replace the Officer on duty, ensuring that the site remains secure and our service levels are maintained at all times.

Promoting From Within

Our commitment to promoting from within is deeply rooted in our organizational ethos. Every Supervisor within our ranks has earned their position through dedicated service as Officers, showcasing their commitment, competence, and potential for leadership. We believe that merit and performance are the most accurate measures of a team member's suitability for advancement within our company.

Leadership With a Vision

As an organization, our leadership is not limited to the boardroom. Our President and CEO, Oscar Gamez is truly the guiding force behind our operations. He possesses not only the leadership acumen to steer our company, but also the visionary perspective needed to support your mission of safety. His dedication to our shared goal of safeguarding the well-being of our clients is an integral part of our corporate identity.

In essence, at Alltech, we are united by a common purpose—to provide unparalleled security services marked by professionalism, competence, and commitment. Our belief in promoting from within, our commitment to continuous improvement, and our visionary leadership all contribute to our pursuit of excellence in the security industry.

About Our CEO, Mr. Gamez

Mr. Gamez holds a Bachelor of Science degree in Electrical Engineering and boasts an impressive 26-year tenure in the field of security. He plays an integral role in overseeing the day-to-day operations of our company, with a particular focus on the activities of Supervisors and Officers. Mr. Gamez is also intricately involved in the management of all contracts serviced by Alltech. Notably, he maintains active engagement with every contract that Alltech undertakes. His hands-on approach extends to maintaining continuous communication with the City of Riverside facilities, ensuring a strong and collaborative partnership throughout the duration of our service commitment.

PERSONNEL & STAFFING

Oscar A. Gamez
President
Alltech Industries, Inc.
Office-(323) 450-2168 Cell (714) 604-7688
ogamez@alltechguards.com

Summary of Qualifications:

25 years of experience working in the security industry, 20 years of management experience.

Work Experience:

2010-Pres.	President of Alltech Industries, Inc.
2002-2010	General Manager of Alltech Protective Services
1997-2002	Security Guard, Sales Consultant and Regional Manager of SSP Security Inc.

Special Skills:

- Recruited, hired, trained and scheduled Security Officers
- Developed and Implemented Security Officer and Supervisor Training Program
- Conducted Security Surveys
- Managed several locations in different counties
- Managed Security Officers
- Superior customer retention
- Conducted successful security investigations
- Experience with large complex operations
- Account development, employee forms, payroll, and invoicing
- Composing post orders for new clients
- Interacted with clients on a regular basis
- Inspected and interacted with personnel in the field
- Solicitation of potential clients
- Networking
- Emergency response
- Experience as a Security Officer and Supervisor
- Reduce the employee turnover rate

Licenses

Security Guard License and Firearms Permit, Baton and Maze Permit

Education

Bachelors of Science in Electrical Engineering with a specialization in Computer Engineering.

Hilda Perez
Operations Manager
Alltech Industries, Inc.
Office-(323) 450-2168 **Fax-(323)450-2169**
hperez@alltechguards.com

Summary of Qualifications:

18 years of experience working in the security industry.

Work Experience:

2010-Pres.	Operations Manager of Alltech Industries, Inc.
2004-2010	Experience as Security Officer, Office Manager and Operations Manager with SSP Security
2004-2006	Counselor at Optimist Boys Youth Homes-Supervising Juvenile Delinquents
2003-2004	Claims Adjuster, investigating property loses at Farmers Ins.

Special Skills:

- Knowledge of Human Resources Procedures and related Legal Issues
- Developed training on report writing
- Managed Security Officers
- Developed sales plans and objectives
- First Aid and CPR trained
- Verbal de-escalation
- Handling emergency situations
- Managing Accounts
- Criminal Procedures
- Interacted with clients on a regular basis
- Experience as Security Officer
- Trained Security Officers
- Implementing/writing post orders
- Experience supervising juvenile delinquents in a detention like setting

Licenses

Security Guard Card and Firearms Permit issued by the Bureau of Security and Investigative Services.

Education

Bachelor of Science in Criminal Justice

PERSONNEL & STAFFING

Jasmine Suarez
Business Development
Alltech Industries, Inc.
Office-(323) 450-2168 Cell (818)919-0921
jsuarez@alltechguards.com

Summary of Qualifications:

5 years of experience working in the security industry.

Work Experience:

2019-Pres.	Business Development of Alltech Industries, In
2016-2018	Experience as Security Officer
2013-2015	Baxter International

Special Skills:

- Developed training on report writing
- Experience as Security Supervisor
- First Aid and CPR trained
- Accounts Receivable
- Team player
- Administrative assistant
- Data base entry
- Environmental testing

Education: University of La Verne, BS in Psychology

SERVICE CAPABILITIES

At Alltech, we acknowledge that modern businesses encompass a diverse array of valuable assets, including individuals, property, merchandise, information, financial infrastructure, reputation, and stakeholders. We firmly believe that each business and client possesses unique security requirements. Therefore, we take a personalized approach, tailoring and customizing our services to precisely match the distinctive needs of our customers.

We don't simply view ourselves as a security guard company; rather, we see ourselves as committed partners dedicated to enhancing the safety, security, and overall success of our clients. This approach has resulted in our clients repeatedly choosing Alltech as their preferred security service provider. We take great pride in the fact that many of our clients renew their contracts with us, a testament to the exceptional service we consistently deliver.

Alltech stands confidently ready to provide the City of Riverside with the exceptional security services it requires. Furthermore, we are well-prepared to respond promptly to any unexpected or on-demand security needs that may arise. The tasks our highly trained officers undertake vary from one post to another and are often tailored to the unique preferences of our clients. We take immense pride in our ability to consistently meet and exceed our clients' expectations, consistently delivering the services they desire and require.

Ultimately, at Alltech, we understand that your security needs are as unique as your business, and we are dedicated to ensuring that your safety and security requirements are met with the highest level of professionalism, expertise, and commitment.

Our Scope of Work

Preservation of Peace and Order: Our officers will actively discourage and address any incidents of disorderly conduct or disruptions that may jeopardize the safety of visitors, personnel, and the local community, and may result in property damage or loss. Support will include property inspection throughout the day, addressing any emergencies, contacting the main point of contact. Additionally, they are equipped to manage and respond to such situations, including notifying the relevant authorities when further intervention is necessary or requested.

Exemplary Customer Service: Our officers prioritize exceptional customer service by embodying qualities of courtesy, friendliness, attentiveness, and helpfulness toward the City facilities, its employees, the public & property. They receive training to engage effectively with the public, particularly when encountering potential delinquents, violators, or transients. This training equips them with the skills to address these situations assertively yet courteously. Our staff is also well-versed in the daily operations of the facilities they oversee and are trained in conflict resolution and de-escalation techniques to defuse potentially confrontational situations involving the public.

Swift Response to Emergencies: In the event of an emergency, our personnel are well-prepared to respond promptly. They are trained to request appropriate assistance, notify dispatch, and alert the designated emergency contacts for the respective post. Our officers are proficient in managing a wide range of emergency scenarios, offering assistance to responding agencies, and effectively maintaining crowd control when required.

SERVICE CAPABILITIES

Dispatch Services: Alltech's dispatch service operates around the clock, 7 days a week, ensuring constant accessibility. Officers are equipped with cell phones for seamless communication with dispatchers at any given moment. They are responsible for reporting their on-duty and off-duty statuses, and they are also expected to promptly report when approaching potentially hazardous situations. Additionally, our clients have the convenience of contacting a supervisor through the provided dispatch number at any time.

Post Orders Management: The formulation of post orders is overseen by the Operations Manager, with further verification conducted by the General Manager and site management. Security Officers undergo comprehensive training to familiarize themselves with these post orders. These documents contain a thorough description of the officers' job responsibilities and include vital information such as emergency contact numbers and procedures.

Supervision & Operations Management: The primary point of contact for the contract at Alltech will be our President, who assumes responsibility for communicating any changes or performance-related issues to the Field Supervisors (on-site managers).

In addition to the President, an Operations Manager will be designated for the contract. The Operations Manager serves as the second-in-command and maintains constant communication with the President, remaining well-informed about all contract-related matters. The Operations Manager's responsibilities encompass contract compliance, personnel recruitment, and oversight of billing processes.

Prior to permanent assignment, security officers undergo extensive on-the-job training, typically spanning 30-40 hours. This training includes comprehensive instruction on site overview, post orders, and the execution of these orders.

Supervisors play a pivotal role in ensuring that security officers are fully and correctly attired in their uniforms and that all post-specific rules and regulations are enforced. Should discrepancies arise, supervisors take appropriate corrective actions, which may involve retraining officers on post-specific procedures or issuing warnings. Furthermore, supervisors are responsible for ensuring that Daily Activity Reports (DARs) and Incident Reports are accurately completed. They conduct unannounced inspections of officers on a daily and weekly basis, with their findings reported to the President and Operations Manager.

Alltech places significant emphasis on the proactive involvement of supervisors in maintaining compliance with post orders. They regularly check in with officers to ensure adherence to post orders, and the Operations Manager conducts thorough reviews of post orders, reports, and dispatch activity to ensure the delivery of high-quality services.

To uphold the highest standards, Alltech management continuously monitors all employees, including supervisors, to ensure that they perform to the best of their abilities and that clients receive top-tier service. We maintain a comprehensive log of performance reviews and take necessary disciplinary actions in cases of non-compliance with policies or post orders.

EXHIBIT "B"

SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT

[CONSULTANT]

[PROJECT]

The Project Narrative for Security Services ("Assigned Project"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, and Consultant's Proposal dated _____, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, shall constitute a supplement to the Master Professional Consultant Services Agreement for Real Property Services for Various City Projects by and between the City and Consultant dated _____ ("Agreement"). Consultant agrees to perform the services described in the Project Narrative within the time set forth in the Project Narrative for a fee in an amount not to exceed $_____. Performance of the services shall be subject to the terms and conditions contained in the Agreement.

Dated this _____ day of _____, 20__.

[SIGNATURES ON FOLLOWING PAGE.]

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

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
Chief Financial Officer

[CONSULTANT]

By: Oscar Gamez

Oscar Gamez
[Printed Name]

President
[Title]

and

By: Oscar Gamez

Oscar Gamez
[Printed Name]

Secretary
[Title]

EXHIBIT "A" TO SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT

PROJECT NARRATIVE

EXHIBIT "B" TO SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT

CONSULTANT'S PROPOSAL

EXHIBIT "C"

KEY PERSONNEL

PERSONNEL & STAFFING

Oscar A. Gamez
President
Alltech Industries, Inc.
Office-(323) 450-2168 Cell (714) 604-7688
ogamez@alltechguards.com

Summary of Qualifications:

25 years of experience working in the security industry, 20 years of management experience.

Work Experience:

2010-Pres.	President of Alltech Industries, Inc.
2002-2010	General Manager of Alltech Protective Services
1997-2002	Security Guard, Sales Consultant and Regional Manager of SSP Security Inc.

Special Skills:

- Recruited, hired, trained and scheduled Security Officers
- Developed and Implemented Security Officer and Supervisor Training Program
- Conducted Security Surveys
- Managed several locations in different counties
- Managed Security Officers
- Superior customer retention
- Conducted successful security investigations
- Experience with large complex operations
- Account development, employee forms, payroll, and invoicing
- Composing post orders for new clients
- Interacted with clients on a regular basis
- Inspected and interacted with personnel in the field
- Solicitation of potential clients
- Networking
- Emergency response
- Experience as a Security Officer and Supervisor
- Reduce the employee turnover rate

Licenses

Security Guard License and Firearms Permit, Baton and Maze Permit

Education

Bachelors of Science in Electrical Engineering with a specialization in Computer Engineering.

Hilda Perez
Operations Manager
Alltech Industries, Inc.
Office-(323) 450-2168 **Fax-(323)450-2169**
hperez@alltechguards.com

Summary of Qualifications:

18 years of experience working in the security industry.

Work Experience:

2010-Pres.	Operations Manager of Alltech Industries, Inc.
2004-2010	Experience as Security Officer, Office Manager and Operations Manager with SSP Security
2004-2006	Counselor at Optimist Boys Youth Homes-Supervising Juvenile Delinquents
2003-2004	Claims Adjuster, investigating property loses at Farmers Ins.

Special Skills:

- Knowledge of Human Resources Procedures and related Legal Issues
- Developed training on report writing
- Managed Security Officers
- Developed sales plans and objectives
- First Aid and CPR trained
- Verbal de-escalation
- Handling emergency situations
- Managing Accounts
- Criminal Procedures
- Interacted with clients on a regular basis
- Experience as Security Officer
- Trained Security Officers
- Implementing/writing post orders
- Experience supervising juvenile delinquents in a detention like setting

Licenses

Security Guard Card and Firearms Permit issued by the Bureau of Security and Investigative Services.

Education

Bachelor of Science in Criminal Justice

Jasmine Suarez
Business Development
Alltech Industries, Inc.
Office-(323) 450-2168 Cell (818)919-0921
jsuarez@alltechguards.com

Summary of Qualifications:

5 years of experience working in the security industry.

Work Experience:

2019-Pres.	Business Development of Alltech Industries, In
2016-2018	Experience as Security Officer
2013-2015	Baxter International

Special Skills:

- Developed training on report writing
- Experience as Security Supervisor
- First Aid and CPR trained
- Accounts Receivable
- Team player
- Administrative assistant
- Data base entry
- Environmental testing

Education: University of La Verne, BS in Psychology

Board Resolution for Authorized Signature

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF ___**Alltech Industries, Inc**____ HELD ON __July 1, 2017____ AT THE REGISTERED OFFICE OF THE COMPANY AT__301 E. Pomona Blvd, Suite B, Monterey Park, CA 91755.

RESOLVED THAT the company has decided to authorize Mr./Ms.___ _____ and Mr./Ms.__Oscar Gamez_____ in addition to the existing authorised signatory (ies) and be and is hereby authorized to sign/execute and submit all the necessary papers, letter, agreements, documents, writings, submissions etc. to be submitted by the company in connection with the day-to-day business transactions, operations and correspondence of Alltech Industries, Inc., acts done and documents shall be binding on the company, until the same is withdrawn by giving written notice thereof."

Specimen Signatures of Authorised Signatories:

Name of Authorized Signatory	Title	Specimen Signature
Oscar Gamez	President	Oscar Gamez

RESOLVED FURTHER THAT a copy of the above resolution duly certified as true by designated director/ authorised signatory of the company be furnished to Alltech Industries, Inc. and such other parties as may be required from time to time in connection with the above matter.

Certified true copy

For Alltech Industries, Inc.

MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT

BENDER ROSENTHAL, INC.

CONSULTANT PANELS FOR REAL PROPERTY SERVICES FOR VARIOUS CITY PROJECTS (RFP No. 2291)

Appraisal Services

THIS MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and BENDER ROSENTHAL, INC., a California corporation ("Consultant").

RECITALS

A. The City requires the services of a consultant that is experienced in providing Appraisal Services.

B. The City issued a Request for Proposals for purposes of establishing a panel of consultants experienced in providing consulting services in each of the following six categories: (1) Appraisal Services; (2) Acquisition Services; (3) Relocation Services; (4) Property Management Services – Interim and Full Scope; (5) Environmental Site Assessments – Phase 1, Phase 2, Asbestos, and Lead-Based Paint Surveys; and (6) Security Guard Services.

C. Consultant has the necessary experience in providing Appraisal Services.

D. Consultant has submitted a proposal to the City and has affirmed its willingness and ability to provide such services in said category.

E. The City may retain Consultant for various projects pursuant to this Agreement.

F. The total Contract Price, as defined herein, for all work assigned to Consultant shall be aggregated.

AGREEMENT

1. **Scope of Services.**

1.1 The City hereby retains Consultant to perform, and Consultant agrees to render, professional services for various City projects ("Assigned Project") as those services are more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference.

1.2 During the term of this Agreement, as the need arises, Consultant shall have the opportunity to submit proposals for Assigned Projects. The scope of work, including the completion date for the Assigned Project, will be as set forth in writing and issued by the City ("Project Narrative"). Any modification to the Services will also be set forth in the Project Narrative. All proposals submitted shall be reviewed by the Contract Administrator, as that term is defined below, and a single consultant will be selected to perform the services for that particular Assigned Project. Acceptance of Consultant's proposal shall be made in the form of a Supplemental Agreement for the Assigned Project, a sample of which is attached hereto as Exhibit "B" and incorporated herein by reference, or by Consultant's acceptance of the terms and conditions of the City's Purchase Order.

2. **Term**. This Agreement shall begin on the Effective Date and shall expire five (5) years thereafter ("Expiration Date") or the required date for completion of an Assigned Project, provided a project was assigned prior to the Expiration Date. If the maximum cumulative payment obligation is not reached, the City may, at its option, extend the term for one (1) additional three (3) year terms, not to exceed eight (8) years based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement. Pricing is to remain firm for the entire contract term, including any future extensions.

3. **Compensation/Payment**.

3.1 **Contract Price**. The total amount to be paid to Consultant for all Assigned Projects pursuant to this Agreement shall not exceed an aggregate of Two Hundred Fifty Thousand Dollars ($250,000.00) over the term of this Agreement.

3.2 Consultant shall receive compensation for all Services rendered under this Agreement as set forth in Exhibit "A" and set forth in the Supplemental Agreement or Purchase Order issued by the City. There will be no reimbursement for out-of-pocket expenses including but not limited to travel and lodging, local travel/mileage, photocopying, first class U.S. postage, telephone, facsimile, and mobile/telephone communication charges. With prior written approval, City may choose to approve reimbursement for overnight courier charges, certified return/receipt mail charges, and specialty reproduction charges at cost plus ten percent (10%) for administrative, coordination and handling time.

3.3 Payments shall be made in accordance with the City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed.

The invoices shall be delivered to the City at the address set forth in Section 4 hereof. For each Assigned Project, Consultant agrees that each assignment will be on a fixed fee basis, as mutually agreed to in writing by both City and Consultant prior to engagement of any assignment.

3.4 In the event Consultant fails, due to its own negligence, to submit any required report to City by the due date set forth in the Project Narrative, the fee to be received by Consultant may be reduced by ten percent (10%) each three (3) business day period that the report is late.

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	To Consultant
Community & Economic Development/RPS City of Riverside Attn: Department Director 3900 Main Street Riverside, CA 92522	Bender Rosenthal, Inc. Attn: David Houghton 2825 Watt Avenue, Suite 200 Sacramento, CA 95821

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 Department Director to administer this Agreement on behalf of the 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 designate a representative for each Assigned Project ("Project Representative"). Consultant's Project Representative shall be available to the City at all reasonable times and will be the primary individual performing the Services under the Assigned Project. 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 reference and assigned to perform portions of the Services shall remain assigned through completion of the Services. Any substitution of personnel or the Project Representative shall be subject to the City's written approval. In the event that the City and Consultant cannot agree as to the substitution of the Project Representative or other key personnel, the City shall be entitled to terminate this Agreement.

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 Department Director and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the City's 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 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. 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 the City. Consultant will reimburse Client 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 Contract, 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 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 the 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 the 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 the City's execution of this Agreement, Consultant shall file with the 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 the City. Any certificate filed with the City shall provide that the 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 the 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 the 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 the City and shall include the City and their 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 their 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.

12.4 **Errors and Omissions Insurance.** Prior to the 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 the City's request, Consultant shall provide the 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.** The City reserves the right to employ other Consultants in connection with the Assigned 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 the 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 the 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 the City's name or insignia, photographs of the Assigned Project, or any publicity pertaining to the Services or the Assigned Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City. This provision shall survive the expiration or terminating of this Agreement.

18. **Ownership of Documents**. All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of the City upon the City's compensation to Consultant for its services as herein provided. Consultant shall not release to others information furnished by the City without prior express written approval of the City. This provision shall survive the expiration or terminating of this Agreement.

19. **Copyrights.** Consultant agrees that any work prepared for the 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 the City, and agrees to provide all assistance reasonably requested by the City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at the City's expense, but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. This provision shall survive the expiration or terminating of this Agreement.

20. **Conflict of Interest**. Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Assigned 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, the 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.

23. **Waiver**. No action or failure to act by the City shall constitute a waiver of any right or duty afforded the 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 the City.

25. **Termination**. The 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, the City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to the City.

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

25.2 The 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 The City decides to abandon or postpone an Assigned 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, the City reserve the right to withhold and offset said amounts from payments or refunds or reimbursements owed by the City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by the City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, the 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 the 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 in the Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

29. **Nondiscrimination** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or 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**. The 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. **Digital and Counterpart Signatures**. Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

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

Exhibit "A" - Scope of Services
Exhibit "B" - Supplemental Agreement
Exhibit "C" - Key Personnel

[SIGNATURES ON FOLLOWING PAGE.]

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

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
for Chief Financial Officer

[CONSULTANT]

By: RBaur

Renee Baur
[Printed Name]

CEO
[Title]

and

By: _____

David B. Wraa
[Printed Name]

Senior Vice President
[Title]

EXHIBIT "A"

SCOPE OF SERVICES

B. STATEMENT OF UNDERSTANDING AND APPROACH

PROJECT UNDERSTANDING

Bender Rosenthal Inc. (BRI) understands that the City of Riverside Community & Economic Development Department, Real Property Services Division (City) is selecting on-call panels in six (6) primary service categories, including appraisal services. BRI understands that the complexity, size, and timing of any given project appraisal project is variable and may support a variety of City departments.

APPRAISAL APPROACH

Once the City issues the task order, BRI Project Manager David Houghton, MAI, will work collaboratively with the City Project Manager to determine the assignment requirements. David will develop the scope, cost, and schedule for each assignment on a 'not-to-exceed' basis. BRI affirms that we have all the necessary resources to meet the time schedules set with the City; our firm is full of diverse and capable professionals who can resource-load and adapt to meet any desired schedule or deliverable.

BRI utilizes Valcre Appraisal Software to seamlessly track and manage all project related aspects of the appraisal reports, across multiple appraisers.

- *Consistency*
- *Accuracy*
- *Efficiency/Fast Delivery*
- *Highest Quality Appraisal Reports*

Each appraisal assignment is a project, so a fundamental understanding of project management is at the core of efficient appraisal report delivery. As a Project Manager, David has the technical and practical experience to work through solutions with the team and engage team members in those solutions. While some believe that an appraisal is a commodity, David's years of experience and ability to collaboratively work with clients allows him to understand the unique characteristics of each appraisal type and assignment to deliver value-added appraisal solutions. *BRI will deliver appraisals within four (4) to six (6) weeks of receipt of Notice to Proceed, depending on the complexity of the project.*

COMMUNICATION

Communication is a top priority for BRI. Our team has strategies to maintain consistent and open lines of communication with our clients throughout the appraisal assignment. BRI will discuss with the City project team to determine the type and frequency of reporting most appropriate for the assignment and to ensure the City has the most up-to-date status of the project. Based on our current assessment, communication will likely be minimal and limited to appraisal deliverables such as the Notice of Decision to Appraise (NODA) and property inspection.

QUALITY ASSURANCE / QUALITY CONTROL

At the core of any project is the need for a system of checks and controls. Before any document is released to the City for approval, it will have undergone a quality check by a senior professional. Our QA/QC plan will address two types of checks to be provided on all appraisal reports:

1. **Detail Check (DC)** – Checking for completeness, consistency, numerical and verbal accuracy; correct spelling, grammar, and syntax.

EXHIBIT "B"

SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT

[CONSULTANT]

[PROJECT]

The Project Narrative for _____ Services ("Assigned Project"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, and Consultant's proposal dated _____, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, shall constitute a supplement to the Master Professional Consultant Services Agreement for Real Property Services for Various City Projects by and between the City and Consultant dated _____ ("Agreement"). Consultant agrees to perform the services described in the Project Narrative within the time set forth in the Project Narrative for a fee in an amount not to exceed $_____. Performance of the services shall be subject to the terms and conditions contained in the Agreement.

Dated this _____ day of _____, 20__.

[SIGNATURES ON FOLLOWING PAGE.]

EXHIBIT "A"

PROJECT NARRATIVE

B. STATEMENT OF UNDERSTANDING AND APPROACH

2. **Independent Technical Review (ITR)** – A review checking that approach, methodology, reasoning, and conclusions are appropriate and conform to the Uniform Standards of Professional Practice, applicable laws, and specific assignment conditions for the appraisal. An appraisal is an opinion of value rendered after following a defined process. When performing appraisal activities, all licensed appraisers in the State of California must follow, at a minimum, the Uniform Standards of Professional Appraisal Practice (USPAP).

RESPONSE TIME, AVAILABILITY & RELIABILITY

RESPONSIVENESS – BRI will treat every appraisal assignment and project inquiry with timely responses and prompt follow-ups. To promote ongoing communication regarding key milestones or project obstacles, BRI will ensure that a single path of information transmission is established between the team members.

FLEXIBILITY – The ability to seamlessly realign resources to focus on new priorities is one of BRI's greatest assets. BRI appraisal staff can be efficiently added, replaced, or reassigned, at the City's discretion throughout the life cycle of any given project. BRI also has the staffing capacity to dedicate appraisal personnel for the duration of a long-term project.

COST CONTROL – BRI will closely monitor efficiencies created by the number and location of appraisals required. These efficiencies can translate into reduced fees which can provide cost savings to the City. BRI aims to be as budget conscious and efficient as possible.

TIMELY DELIVERY – BRI is committed to completing all appraisal assignments in a timely and technically correct manner. Schedule slippage for related tasks outside BRI's control will be brought to the City's Project Manager immediately to determine the appropriate course of action.

The BRI appraisal team has weekly internal meetings to ensure that questions are addressed, project updates are communicated, and all deliverables are on schedule.

APPRAISAL DIFFERENTIATORS

PROPERTY FAMILIARITY
Intimately familiar with most appraisal types.

EXTENSIVE DATA
Extensive comparable database in the project area.

RESEARCH TEAM
Analysts collaborate to collect and confirm additional required market data.

MULTIPLE APPRAISERS
Multiple appraisers working on an assignment simultaneously.

DEDICATED APPRAISAL MANAGEMENT
Working daily to help solve appraisal problems and ensure timely delivery.

CLIENT SATISFACTION
Solutions to problems are expedited through consistent, transparent communication.

EXHIBIT "B"

CONSULTANT'S PROPOSAL

D. COMPANY PERSONNEL

The BRI Team is comprised of diverse and capable staff. A diverse project team gives us control, consistency, and the ability to adapt quickly. Below, we have outlined key personnel with their qualifications and responsibilities. BRI is not proposing any subconsultants on this contract. An organizational chart demonstrating the relationships of the project team, followed by relevant licenses, designations and key staff resumes can be found in the following pages.

DAVE WRAA, MAI, ARA, AI-GRS, CA CERTIFIED GENERAL APPRAISER, BRI SENIOR VICE PRESIDENT PRINCIPAL IN CHARGE & POINT OF CONTACT | (916) 978-4900, Ext. 4001

35 YEARS OF EXPERIENCE, 20 WITH BRI

With Dave, you are getting a Principal Appraiser who genuinely enjoys the challenges of researching and solving valuation anomalies. With over 30 years in the appraisal industry and 20 years of right of way experience, Dave has the technical and practical knowledge to handle any appraisal challenge and engage the BRI project team in providing deliverables that will exceed the City's expectations. Within the last five (5) years, Dave has been integrally involved in numerous public projects and has provided similar services for clients in the project area, including Southern California Edison Company on the West of Devers Utility Upgrade Project where he was responsible for successfully ensuring the delivery of 110 appraisal products in on an accelerated three (3) month timeline.

Responsibilities:

- Advise the City with attention to project strategy, delegation, and implementation.
- Assist BRI Appraisal Manager in aligning deliverables with project outcomes and mitigating risks.
- Advise on stakeholder communications, negotiations, and problem-solving.

You want an expert witness like Dave on your team; he immerses himself in the project and research to develop a clear understanding of the project goals and challenges. His understanding of the eminent domain process, appraisal standards, Uniform Standards of Professional Appraisal Practice (USPAP), laws and regulations has proven valuable to the attorney and the case.

DAVID HOUGHTON, MAI, CA CERTIFIED GENERAL APPRAISER APPRAISAL MANAGER | (916) 978-4900, Ext. 4020

19 YEARS OF EXPERIENCE, 10 WITH BRI

David has seen it all when it comes to appraisals for public projects. As an appraisal manager at BRI, he oversees the right of way appraisal team and also provides appraisal services for many property types. He has experience in appraising residential, industrial, retail, office, and multifamily properties, as well as speculative land, development land, and agricultural land. David has been involved with many appraisal assignments for multiple projects in Riverside County, including the Valley South Subtransmission Project, Southern California Gas Company Pipeline Safety Enhancement Plan, and the Southern California Edison Company West of Devers Utility Upgrade Project.

Responsibilities:

- Provide oversight and quality control of the day-to-day appraisal team and documents.
- Develop correction and/or mitigation strategies for budget/schedule issues.
- Monitor schedules and enforcing deadlines, ensuring deliverables for each appraisal.
- Client communication.
- Oversee development of appraisals.

EXHIBIT "C"

KEY PERSONNEL

D. COMPANY PERSONNEL

ANGELA HERNANDEZ, MAI, R/W-AC, CA CERTIFIED GENERAL APPRAISER
LEAD APPRAISER | (916) 978-4900, Ext. 2091

11 YEARS OF EXPERIENCE, 4 WITH BRI

Angela's professional experience in real estate appraisal involves a wide range of property types such as market rate apartments, low-income housing with various funding sources, single-family residential properties, retail properties, industrial warehouses, flex uses, and single-family residential subdivisions. Additionally, Angela specializes in eminent domain appraisals involving various property types and situations throughout Northern and Southern California. Most recently, Angela has completed appraisals for the County of Orange, Los Angeles County Public Works, and the San Bernardino County Transportation Authority.

Responsibilities:

- Site visit to the project site to clarify, modify and refine the tasks to be completed. Maintain a diary entry of notifications and contacts.
- Perform market research relating to each impacted property type.
- Development of a complete narrative appraisal containing all recognized standards for public acquisition (Zoning, Property Rights to be acquired, Highest and Best Use Analysis, Verified Comparable properties, Improvements Acquired, Damages, Cost-to-Cure, etc.)

APPRAISAL ORGANIZATIONAL CHART

- **KEY BRI STAFF**
- **ADDITIONAL BRI STAFF**
- **PRINCIPAL IN CHARGE**
- **PROJECT COORDINATION**

Dave Wraa, MAI, ARA, AI-GRS
Principal In Charge
Point of Contact

David Houghton, MAI
Appraisal Manager

APPRAISAL TEAM INCLUDES:

David Newman, MAI
Tom Leonard
Lawrence Clark
Mike Lahodny

RESEARCH DEPARTMENT:

Rob Reid
Alysia Corey
Jason Gollmer
Vitaliy Young
JR Singer
Robert Sandle
Daniel Sellery
Lisa Besso
Nicholas Maniscalco

Angela Hernadez, MAI, R/W-AC
Lead Appraiser

Alyssa Vaniman
Project Coordinator

MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT

CBRE, INC.

CONSULTANT PANELS FOR REAL PROPERTY SERVICES FOR VARIOUS CITY PROJECTS (RFP No. 2291)

Appraisal Services

THIS MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and CBRE, INC., a Delaware corporation authorized to do business in California ("Consultant").

RECITALS

A. The City requires the services of a consultant that is experienced in providing Appraisal Services.

B. The City issued a Request for Proposals for purposes of establishing a panel of consultants experienced in providing consulting services in each of the following six categories: (1) Appraisal Services; (2) Acquisition Services; (3) Relocation Services; (4) Property Management Services – Interim and Full Scope; (5) Environmental Site Assessments – Phase 1, Phase 2, Asbestos, and Lead-Based Paint Surveys; and (6) Security Guard Services.

C. Consultant has the necessary experience in providing Appraisal Services.

D. Consultant has submitted a proposal to the City and has affirmed its willingness and ability to provide such services in said category.

E. The City may retain Consultant for various projects pursuant to this Agreement.

F. The total Contract Price, as defined herein, for all work assigned to Consultant shall be aggregated.

AGREEMENT

1. **Scope of Services.**

1.1 The City hereby retains Consultant to perform, and Consultant agrees to render, professional services for various City projects ("Assigned Project") as those services are more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference.

1.2 During the term of this Agreement, as the need arises, Consultant shall have the opportunity to submit proposals for Assigned Projects. The scope of work, including the completion date for the Assigned Project, will be as set forth in writing and issued by the City ("Project Narrative"). Any modification to the Services will also be set forth in the Project Narrative. All proposals submitted shall be reviewed by the Contract Administrator, as that term is defined below, and a single consultant will be selected to perform the services for that particular Assigned Project. Acceptance of Consultant's proposal shall be made in the form of a Supplemental Agreement for the Assigned Project, a sample of which is attached hereto as Exhibit "B" and incorporated herein by reference, or by Consultant's acceptance of the terms and conditions of the City's Purchase Order.

2. **Term**. This Agreement shall begin on the Effective Date and shall expire five (5) years thereafter ("Expiration Date") or the required date for completion of an Assigned Project, provided a project was assigned prior to the Expiration Date. If the maximum cumulative payment obligation is not reached, the City may, at its option, extend the term for one (1) additional three (3) year terms, not to exceed eight (8) years based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement. Pricing is to remain firm for the entire contract term, including any future extensions.

3. **Compensation/Payment**.

3.1 **Contract Price**. The total amount to be paid to Consultant for all Assigned Projects pursuant to this Agreement shall not exceed an aggregate of Two Hundred Fifty Thousand Dollars ($250,000.00) over the term of this Agreement.

3.2 Consultant shall receive compensation for all Services rendered under this Agreement as set forth in Exhibit "A" and set forth in the Supplemental Agreement or Purchase Order issued by the City. There will be no reimbursement for out-of-pocket expenses including but not limited to travel and lodging, local travel/mileage, photocopying, first class U.S. postage, telephone, facsimile, and mobile/telephone communication charges. With prior written approval, City may choose to approve reimbursement for overnight courier charges, certified return/receipt mail charges, and specialty reproduction charges at cost plus ten percent (10%) for administrative, coordination and handling time.

3.3 Payments shall be made in accordance with the City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed.

The invoices shall be delivered to the City at the address set forth in Section 4 hereof. For each Assigned Project, Consultant agrees that each assignment will be on a fixed fee basis, as mutually agreed to in writing by both City and Consultant prior to engagement of any assignment.

3.4 In the event Consultant fails, due to its own negligence, to submit any required report to City by the due date set forth in the Project Narrative, the fee to be received by Consultant may be reduced by ten percent (10%) each three (3) business day period that the report is late.

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	To Consultant
Community & Economic Development/RPS City of Riverside Attn: Department Director 3900 Main Street Riverside, CA 92522	CBRE, Inc. Attn: Beth Finestone 5921 Owensmouth Avenue Woodland Hills, CA 91367

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 Department Director to administer this Agreement on behalf of the 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 designate a representative for each Assigned Project ("Project Representative"). Consultant's Project Representative shall be available to the City at all reasonable times and will be the primary individual performing the Services under the Assigned Project. 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 reference and assigned to perform portions of the Services shall remain assigned through completion of the Services. Any substitution of personnel or the Project Representative shall be subject to the City's written approval. In the event that the City and Consultant cannot agree as to the substitution of the Project Representative or other key personnel, the City shall be entitled to terminate this Agreement.

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 Department Director and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the City's 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 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. 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 the City. Consultant will reimburse Client 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 Contract, 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 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 the 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 the 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 the City's execution of this Agreement, Consultant shall file with the 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 the City. Any certificate filed with the City shall provide that the 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 the 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 the 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 the City and shall include the City and their 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 their 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.

12.4 **Errors and Omissions Insurance.** Prior to the 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 the City's request, Consultant shall provide the 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.** The City reserves the right to employ other Consultants in connection with the Assigned 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 the 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 the 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 the City's name or insignia, photographs of the Assigned Project, or any publicity pertaining to the Services or the Assigned Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City. This provision shall survive the expiration or terminating of this Agreement.

18. **Ownership of Documents**. All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of the City upon the City's compensation to Consultant for its services as herein provided. Consultant shall not release to others information furnished by the City without prior express written approval of the City. This provision shall survive the expiration or terminating of this Agreement.

19. **Copyrights.** Consultant agrees that any work prepared for the 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 the City, and agrees to provide all assistance reasonably requested by the City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at the City's expense, but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. This provision shall survive the expiration or terminating of this Agreement.

20. **Conflict of Interest**. Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Assigned 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, the 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.

23. **Waiver**. No action or failure to act by the City shall constitute a waiver of any right or duty afforded the 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 the City.

25. **Termination**. The 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, the City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to the City.

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

25.2 The 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 The City decides to abandon or postpone an Assigned 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, the City reserve the right to withhold and offset said amounts from payments or refunds or reimbursements owed by the City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by the City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, the 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 the 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 in the Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

29. **Nondiscrimination** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or 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**. The 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. **Digital and Counterpart Signatures**. Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

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

Exhibit "A" - Scope of Services
Exhibit "B" - Supplemental Agreement
Exhibit "C" - Key Personnel

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the 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

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
for Chief Financial Officer

CBRE, INC.,
a Delaware corporation authorized to do business in California

By: _____
Beth Finestone
[Printed Name]

Executive Vice President
[Title]

and

By: _____
Michael Rowland
[Printed Name]

Head of Risk
[Title]

EXHIBIT "A"

SCOPE OF SERVICES

B. STATEMENT OF UNDERSTANDING AND APPROACH

Firm Understanding of City's Appraisal Prerequisites

As noted in Company Personnel at Section D of our response, and in the qualifications of the appraisers at Appendix A, the appraisers available to provide professional services to the City have ten years or more of experience in providing appraisal services for public agencies, and are all General Certified Appraisers in the State of California. Six (6) of the eleven (11) appraisers on our team also hold the Member of the Appraisal Institute (MAI) designation of the Appraisal Institute (AI), having satisfied the rigorous requirements in the areas of education and experience to receive this senior-level designation. Additionally, Beth B. Finestone, MAI, AI-GRS, FRICS, CRE is an AI-GRS (General Review Specialist)-designated MAI appraiser.

Technical Approach

All of our appraisal work is completed pursuant to the *Uniform Standards of Professional Appraisal Practice* (USPAP), and all appraisals prepared for potential acquisition purposes, subject to an eminent domain action, are also prepared in compliance with the California Code of Civil Procedure Section 1263.320. The methodology utilized in eminent domain appraisals is consistent with the methodology found in the California Department of Transportation (Caltrans) Right of Way Manual, Chapter 7. When appropriate, we prepare full and partial acquisition appraisals subject to the *Uniform Appraisal Standards for Federal Land Acquisitions* (UASFLA). We are also experienced in providing appraisals based on Federal Aviation Administration (FAA) guidelines as well as the guidelines of the California Department of General Services (DGS).

Appraisal assignments would be completed with the use of the most appropriate valuation methods for the specific property type. These include the Sales Comparison Approach, the Income Approach, and the Cost Approach. For single-family residential properties, the Sales Comparison Approach is usually the most relevant approach and is typically the only one that has application to the property. For income-producing properties, including multifamily residential properties, the Income Approach is commonly utilized along with the Sales Comparison Approach. For buildings that are newer (non-residential), or which contain fairly specialized improvements, the Cost Approach is frequently relevant. Land is typically valued using the Sales Comparison Approach. Corridors are typically valued using ATF methodology.

In the process of completing appraisals of partial acquisitions, subject to California Eminent Domain Law, we give full consideration to possible severance damages and benefits that may accrue to the remainder parcel as a result of the acquisition and project. We are very experienced in preparing damage studies that are well researched and have been accepted by the courts when we are called to testify. When we conclude that there are damages, every attempt is made to quantify benefits that accrue to the remainder, as benefits can be utilized to offset severance damages. In the State Rule, benefits may not offset the value of the actual acquisitions.

When reports are prepared to meet the guidelines of UASFLA a complete before and after analysis is required. The Federal Rule differs from the State Rule in that benefits can offset the value of the parts taken. However, it should be noted that when applying the Federal Rule, a direct calculation of the value of the parts acquired, damages and benefits is not undertaken. Rather the property is apprised in its before condition and this is compared the what the value of the property would have been on the date of value if the project were implemented, and the acquisitions already made. The difference between the before and after valuations results in the value of the proposed acquisitions.

In certain assignments, we would expect to encounter appraisals dealing with vacant land and/or various types of easements affecting vacant land. For analysis of this type of property, an investigation into the potential of securing development entitlements is a critical issue. Particular attention would be given to interviews with City representatives who are in the proper positions to comment on the entitlement process for the subject property. This level of investigation would also frequently include a review of relevant sections of the general plan, a review of specific plans that may affect the property, review of zoning, slope density analysis, California

Coastal Commission issues, fire department approvals, and investigations with other individuals at relevant governmental jurisdictions.

Non-Eminent Domain Related Appraisals

CBRE's Valuation and Services Advisory Group (VAS) considers all applicable approaches to value in each appraisal and uses accepted methodologies that are appropriate for the type of property being appraised. Scope of work and appraisal formats are discussed with the client in advance in order to meet with the client's objectives.

Eminent Domain/Condemnation Related Appraisals

Approach to Appraisals

Our efforts will at all times be centered on our profound respect for property rights. This includes both the property owner's right to full use and enjoyment of their property and the client's right to acquire all necessary property rights for public or private use. This perspective will guide our efforts toward just compensation and to allow the client to acquire rights-of-way and to minimize the amount of litigation.

If a large multi-property assignment is awarded, we would like to set a meeting with the project manager at the City to discuss the project and to glean any information available as to property owner concerns and project impacts. We have found that sitting with the client at the onset of a larger multi-property assignment and going over the individual properties and reviewing maps together can result in tremendous time savings down the road. In the case of an individual property award, this can often be handled over the phone.

Our process, once authorized, typically will follow this general framework. Please note that once engaged, we will consult with the client to customize an appraisal process to meet the needs of the contract.

Property Owner Notification (as needed): At commencement of engagement, CBRE will identify the properties to be appraised with information such as address, tax parcel identification number, owner of record, type of property, site size, and building size. Upon collection of the parcel specific information, CBRE will prepare letters to the owners of record for each parcel. These letters will outline the scope of the project and the purpose and use of the proposed acquisition in fee and/or easement. Letters will be delivered via certified mail to the owners of record within approximately one business week from commencement of engagement. CBRE will be responsible for the cost of delivery of the certified letters.

Front-End File Development: In conjunction with development of the market study if requested, our administrative staff, in conjunction with one of our right of way valuation experts, will develop individual files for each parcel in the project. Each file will contain all correspondence with property owner of record, assessor records, floodplain maps, zoning maps, surveys of the whole property and proposed acquisition, legal descriptions of the whole property and proposed acquisition, title commitments, right of way maps, easement documents, aerials, etc. Development of files is anticipated to be completed within approximately two weeks after commencement of engagement.

Inspection and Property Owner Interaction: Within one to two weeks after our administrative staff have mailed certified letters to the owners of record, we would anticipate return responses from the property owners. During this correspondence period, CBRE would attempt to set up inspections of the identified parcels. As needed, CBRE staff will send out an additional letter, via certified mail, which outlines the information which CBRE will be requesting in order to complete the appraisal assignment.

An appraiser/right of way expert will attend each property inspection and insist on providing each property owner the opportunity to articulate the project's effect on their property. This is coordinated with the City, if a City representative wishes to be present. The Vice President and/or Senior Appraiser remains directly involved in all aspects of the inspection, analysis, and appraisal completion. Limited amounts of research assistance may be provided by less senior appraisal staff, under the direct guidance and supervision of the project's Vice

President and/or Senior Appraiser. This serves to provide an error-free report, with a well-developed opinion of the fair market value of the acquisitions and decrease the chances of litigation. The inspections of the parcels would include an inspection of the interior and exterior of all improvements located on the parcel as well as an inspection of the proposed acquisition. However, please note that our level of inspection will be contingent on the cooperation of the landowner of the Parcel(s) affected by the Project.

Valuation: Applying the market data and feedback from the property inspection and meeting with the owners, the CBRE team will analyze the property and determine the fair market value of the acquisitions that is due to the property owner.

The appraisal reports will be written according to the applicable requirements and guidelines with the market value definition being based on current Federal and State standards. The development of the appraisal will consider all relevant facts and aspects of the property being appraised and the proposed acquisitions in fee and/or easement.

If there are damages, CBRE will estimate the cost to cure and effective age of the improvements within the proposed acquisition and any effect(s) to the remainder after the acquisition. Our analysis may utilize sources such as the Marshall & Swift Valuation Guide and/or construction cost estimates developed by outside consulting firms. Further, depending on the complexity of the appraisal assignment, CBRE, Inc. may consult with a certified land planner to determine appropriate land use plans and designs in the cost to cure and remainder after scenario.

Report Delivery: Our key personnel designated for work with the City specialize in various property types and are experienced in right of way projects. Ultimately, we will staff the project to meet the scope of the project within the required delivery time.

Right-Of-Way Expert Review

At least one Right of Way appraiser (Expert) at the level of First Vice President or higher will be assigned to each parcel. This expert will direct appraisal assignments within the project. Professionals and Experts discuss the assignments up front and periodically throughout to ensure all client expectations are being met. Right of Way Experts are selected based on their experience and credentials and are knowledgeable in current approved methodologies and applicable case law.

Key areas of review are:

- Engagement letter and required scope of work.
- Unique client requirements were followed.
- Applicable ownership history is presented.
- All Extraordinary and/or Hypothetical Assumptions are clearly stated.
- A detailed review of the entire report encompassing all sections, methodologies including damage/enhancement calculations (if any), etc.
- Only client approved appraisers are assigned, inspect subject properties and complete assignments (sign the certification and report). In most cases, it is acceptable for other licensed appraisal staff to significantly contribute, if this is approved by the client and adheres to USPAP.
- Consistency is maintained within the project regarding methodology, data used, value component conclusions and value conclusions. This will be accomplished through project review and audit.
- Proper right-of-way valuation methodology is utilized. The Expert will work with assigned appraisers to resolve questions regarding right-of-way specific valuation issues, as well as current case law application.
- Compliance with State guidelines.
- Proper report format utilized in the preparation of reports.

Market Rent Appraisals

Market Rent Approach

We are uniquely qualified to conduct Market Rental Surveys on behalf of the City. Being part of CBRE allows us access to a wealth of data. This includes not only data that is available from public sources such as CoStar, MLS, professional organizations and Internet searches, but includes access to our proprietary data base system. Our proprietary data system allows us not only to find comparable rental (lease) data, but also give us access to the unique deal points of the transactions that our brokerage firm was involved with.

Improved Properties

Our general approach to conducting a rental survey is to view the subject property and understand the tier of market in which it competes. We than review our data sources and reach out to brokers active in the segment of the market we are surveying and locate the buildings which we feel are the primary competition for the subject. Once making this determination we strive to locate recent leasing activity in these buildings. If no data is available in the primary competitive buildings, we look to the secondary competition.

Once the data is located, we can present it to the City as a survey, or we can analyze it with respect to a particular asset. Alternatively, we can compare a number of transactions to determine which is the most advantageous by considering the present value of the various leases.

To determine the market rent for improved properties we generally rely on a direct comparison of comparable leased properties. However, for special purpose properties, we may need to rely on a rate of return applied to a valuation of the property as improved (most often concluded by the cost approach).

- Non-Special Purpose Properties: As previously indicated we rely on a direct comparison of comparable lease properties. Comparable data is obtained by interviewing active market participants such as brokers, investors and property owners. We also review public records, when appropriate and utilize pay data services such as CoStar. We also have an internal data base that is proprietary to CBRE. We are able to access rental comparable data from across the county utilizing this system. While we generally focus on comparable transactions that are in the same market area as the subject, there are instances where a national search may be appropriate.

  Factors of comparison that are considered include, but are not limited to the following:

  - Lease date
  - Lease term
  - Escalation factors
  - Free rent
  - Tenant improvements and other concessions
  - Location and access
  - Size
  - Quality and condition of the improvements
  - Property type and use
  - Coverage ratio

- Special Purpose Properties: As previously indicated, for special purpose properties, where there is not an active market for leases, we often apply a market derived rate of return to the improved property value. For special purpose properties, the cost approach is the typical valuation methodology employed. This involves determining a value for the underlying land and adding to it a depreciated replacement cost for the improvements. To determine the appropriate rate of return to apply to the improved value of the improvements, we follow a procedure similar to that associated with ground leases, described previously.

Ground Leases, Easement Rents and License Rates of Land

The two primary methods for analyzing the rental value of land as if vacant are described below.

1. Analyze recent leases of sites that are similar to the subject and conduct a direct comparison process using these comparable lease transactions.
2. Reach an opinion regarding the market value of the subject land as if vacant and conduct an analysis that leads to a conclusion as to the appropriate annual rate of return to apply to the land value.

We would conduct a search in an effort to find comparable land lease transactions that would allow us to perform the first study. Depending on the type of land involved and its location, comparable data may or may not be available. To search for comparable ground leases, we rely on interviews with active market participants, interviews with representatives of public agencies know to be active in leasing land, a search of public records, pay data services such as CoStar, as well as our internal data base.

A direct comparison of the comparable leases is the most ideal way to conclude to a market rent for land. Comparable ground leases are analyzed based on highest and best use of the underlying land, location, date of lease, term of lease, type and frequency of rent escalations and the frequency the ground lease adjusts to market. Consideration is also given to the methodology utilized to initially set the market rent and ground lease terms associated with the comparables. Any free rent or other incentives provided are also considered.

It is important to note that limited current and comparable transactional data is often available. As such, we often focus on the latter method of analysis (item 2 above), which involves reaching an opinion regarding the market value of the subject land as if vacant and conducting an analysis that leads to a conclusion as to the appropriate annual rate of return to apply to the land value. To determine the underlying value of the subject land, we generally rely on the sales comparison approach to value, whereby we compare sales of comparable land transactions to the subject. Generally, the subject land is valued based on its highest and best use as vacant, unless an existing ground lease requires a different methodology.

Once a conclusion of land value is reached for the subject land, it represents the appropriate starting point in the appraisal of the market rental value. The next steps in this process are:

1. Identify and analyze data that is relevant for the purpose of setting the appropriate annual rate of return.
2. Examine the similarities and differences between the rate of return comparables (and other data) and the terms of the subject lease. Make adjustments as warranted to account for the material differences.
3. Apply the results of the analysis and express an opinion regarding the market rental value, taking care to explain how this rate is applied within the context of the ground lease obligations for the option term. Our conclusions can either be presented as a point estimate of market rent, a range or both.
4. If we are asked to value an easement rent or license, a factor is typically applied to the concluded market rent for the fee simple bundle of rights.

Appraisal Reviews

General Approach and Methodologies Utilized for Appraisal Reviews

Our VAS Southern California Right of Way team has significant experience in the review of outside appraisals related to right-of-way appraisals. We are familiar with the appraisal review requirements for federal- and state-funded projects, pursuant to Title 25 California Code of Regulations §6000 et seq. §7260 et seq. of the California Government Code 42 U.S.C. §4601 et seq. (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) and 49 CFR Part 24 to the extent they apply to the appraisal assignment. The following are the general steps that we take in preparing these reviews:

- Discuss the project with the client so that we can develop an appropriate scope of work and understand the client's needs. In addition, having a strong project overview will enable us to better understand the Project and be better prepared to review the individual reports.

    a. Generally, for right of way projects we are asked to review the reports and discuss them with the appraiser in order to obtain a credible appraisal for delivery to the client.
    b. In some cases (rarely) we find that we are unable to obtain a credible work product from the appraiser that we can recommend for approval. If this is the case, our scope of work may be expanded to include a reappraisal of the property or to recommend that another appraisal be obtained.
    c. Most right of way work in California must comply with the California Code of Civil Procedure, and the Caltrans Right of Way Manual in addition to USPAP, but in some instances the work needs to be compliant with UASFLA. This is part of our scope of work determination so that we know what standards the report should be reviewed to.

- If possible, we like to be engaged at the outset of an assignment related to a right of way project that that we can act as a resource to the appraiser performing the appraisal if they have any questions. We understand that this is not always possible.
- Make a determination of how many appraisals we will be reviewing related to a specific project and develop a spreadsheet summarizing these properties and their specifics, as well as the value conclusions and other pertinent details. This will enable us to help maintain a level of consistency across a project to the extent possible.
- As appraisals come in for review, they are assigned to a senior review appraiser and to a researcher.
- The researcher will be responsible for confirming all factual data in the report including land areas, zoning, confirmation of comparables through public records, ownership, etc. They will also check all mathematical calculations, including adjustments to comparable data. Any inconsistencies or errors are noted on the document and the report is given to the senior review appraiser.
- The senior review appraiser will then read the appraisal report in its entirety, noting any sections that require further analysis or comment.

    a. The review appraiser will review the research and analyses in the report with respect to its completeness, accuracy, adequacy, relevance and reasonableness.
    b. The market data will be checked for reasonableness.
    c. The appraisal methodology will be checked for applicability to the property type.
    d. Adjustments to the comparable data will be reviewed and a determination will be made as to their market derived support or the reasonableness of the logical explanations for them.

- The review appraiser will view the subject property and the comparables if a field review is requested. This is not done for desk reviews.
- The review appraiser will develop an opinion as to whether the analyses are appropriate within the context of the requirements applicable to that work. Special consideration is given to the valuation of the parts acquired and any possible severance damages resulting from the project.
- The reviewer will develop an opinion as to whether the opinions and conclusions are credible within the context of the requirement applicable to that work.
- The reviewer will develop reasons for any disagreement and discuss these with the appraiser.
- The goal is to work with the appraiser so that a credible appraisal is completed.
- If the scope of work requires that the review appraiser develop his or her own opinion of value this is completed. Typically, this is not part of a review of a right of way appraisal at the outset.
- The review appraiser prepares a review report for delivery to the client making our recommendation of acceptance and confirmation of applicable valuation standards. Any applicable Caltrans forms or project specific forms are included.

Our appraisal review services can be tailored to meet the needs of the City by adequately understanding your scope of work requirements. We can track all value conclusions on an appropriate unit basis for land and

improvements and summarize easement values as a percent of land value for differing types of easements on a given project. This will enable the City to be confident that property owners are being treated fairly and consistently within a project area.

Our deliverables can be tailored to meet the needs of the City, and any pertinent documentation agreed to up front. We can prepare a sample review template for major project and invite your input at the onset so that you are confident that all requirements are met and that the review is user friendly and meets your individual needs. All reviews can be prepared in a uniform format that you know where to find what you need in every report.

The only potential hurdles that we see with review work, related to the delivery of the project relate to timing and appraisal quality. If the appraisal(s) is(are) delivered late to the reviewer, it can cause delays in acquiring the right of way and hence delay the project. Due to the size of our staff, we can assign a researcher to all appraisals for review within a day of their receipt. The researcher can fact check the reports before they are given to the reviewer so that the reviewer can focus on the analysis, methodology and appropriates of the analysis and data. This enables us to review a significant number of reports in a short time. We can also group the appraisals so that the reviewer can view a number of the subject properties and comparables in a given day, rather than making multiple trips. This assumes a field review in required. In some instances, if an appraiser is running late, we can get them to send us their market data in advance of the report so that we can start the fact checking process and shave some time from the review process.

It is our goal to always work with the appraiser so that a credible and quality product is delivered to the client. In those rare instances where we are unable to recommend an appraisal for acceptance, we have the ability to reappraise it ourselves, if you so desire. This can help to save time, and some cost as compared to retaining the services of a new appraiser.

Workplan for Appraisal Reviews

Ms. Finestone will coordinate all work awarded to CBRE by the City and will serve as a point of contact to the City. Ms. Finestone will have an active role in meeting with the appraisers working on City appraisal review assignments and ensuring quality control. Ms. Finestone will also serve as a point of contact for the VAS Southern California Right of Way team to other appraisers and consultants awarded assignments on the same projects to ensure that all data is shared so that the appraisers have all of the available data available to them for their appraisal review analyses. Ms. Finestone, Messrs. Ellis, Bogorad, or Donahue will review, and cosign reports completed by the VAS Southern California Right of Way team and will be available for expert testimony and litigation support. Ms. Finestone will be available to participate in the appraisal of any complex assignments. If City subcontractors are required for the appraisal reviews of outside appraisal reports involving business valuations/good will appraisals and or furniture, fixtures and equipment, Ms. Finestone will coordinate their services to ensure that all appropriate aspects of the appraisal review assignment are considered, while ensuring that there is not a duplication (double counting) of valuation items by the various reviewers involved in an assignment.

Prior to bidding on an assignment, Beth Finestone would discuss the individual project with the appropriate representative of the City to make sure we have an understanding of the needs of the City and the purpose of the appraisal review. This will allow us to advise the City as to special considerations and or alternative valuation analyses that they may want to consider in our review of the outside appraisal(s).

Other Information Relating to Technical Approach

CBRE valuation team members have access to all of the latest technology and software. Our analysts/appraisers have and/or utilize CBRE proprietary report software, Argus Valuation DCF and/or AE, Argus Asset Management, Flood Insights, NDC Data, Real Facts, Costar, ESRI, Real Capital Analytics, Hoovers, Hanley Wood Market Intelligence, LoopNet, Real Quest, Real Data Apartment Insights, all major Multiple Listing Services and Marshall Valuation Service. Our appraisers also have access to robust in-house research and GIS departments

which provides our team members with the most current real estate information available. CBRE also uses the most current file sharing software. This allows us to receive and transmit large electronic files such as title work, CAD drawings, plats, images, as well as provide seamless and efficient electronic delivery of our appraisal reports to clients.

As part of CBRE, Inc., our firm has access to relevant transactions on a nationwide basis. While the most relevant data for any local assignment will be obtained from the local market, the ability to obtain accurate, verified data in other markets is a useful source of additional information to supplement local data.

Community Involvement

As real property appraisers, we work to maintain a solid and consistent flow of communication with the appropriate agency representatives who are involved in the project, and with the lead right of way agents who are working on the project. Our direct communication with property owners typically begins with a letter to the owner notifying them of our role as appraisers in the project and inviting them to meet us onsite for an inspection and an opportunity for them to discuss with us how the project might affect their property. We are always respectful of the owners, but we remain aware that our client is the City (agency). Therefore, we would not communicate our findings or opinions to the owners, or to anyone else without the City's specific permission.

In some projects we have been asked to participate in community meetings to explain the valuation process to a group of owners and other interested parties. If requested, we would be available to provide this service for the City.

Tailoring our Services to Meet the Needs of the City

Prior to bidding on an assignment, Beth Finestone (or other team leader) would discuss the individual project with the appropriate representative of the City to make sure we understand the needs of the City and the purpose of the appraisal. This will allow us to advise the City as to special considerations and or alternative valuation analyses that they may want to consider. For right-of-way (eminent domain) assignments the general impact the project may have on the individual property(ies) to be appraised is discussed with the project manager. If possible, this would include a preliminary review of project maps (right-of-way maps) and aerial photographs. This will enable Ms. Finestone and/or the team leaders to provide an appropriate fee quote to the City that can result in the greatest economies of scale. For example, if it can be ascertained that an individual property or properties can be valued as land only, as the required acquisitions are minor and no severance damages are anticipated, then a lower fee can be quoted versus automatically assuming a full before and after analysis, as improved, must be undertaken.

If a larger multi-property assignment is awarded, we would like to set a meeting with the project manager at the City to discuss the project and to glean any information available as to property owner concerns and project impacts. We have found that sitting with the client at the onset of a larger multi-property assignment and going over the individual properties and reviewing maps together can result in tremendous time savings down the road. In the case of an individual property award, this can often be handled over the phone.

Project Schedule for Appraisals

Our work will progress through the completion of the following steps and others that may be deemed relevant as we complete the assignments. Please note that this time frame can be compressed in order to meet the City's needs.

Week 1

1. Beth Finestone will notify the administrative support staff of all jobs awarded and assign them to key personnel.

2. Within 24 hours, each individual property will be assigned an assignment number and are input into TOPS2, our proprietary data management system utilized in part to coordinate large property assignments. It will also be added to our Excel Master Tracking Spreadsheet that was previously discussed.
3. Meet with client to review mapping, ownership records, aerial photos, and other project-specific documents.
4. Organize a series of work notebooks (one for each property being appraised) that will allow us to maintain a high level of organization throughout the project.
5. Prepare and send owner notification letters.

Weeks 2-3

6. Begin research for comparable sales and for relevant land use issues in appropriate jurisdictions.
7. Review subject title reports (if available).
8. Review the easement deeds for the subject properties.
9. Conduct onsite inspections of the subject properties and meet the property owners who have responded positively to our offers to do so.
10. Complete field inspection of comparable sale transactions.
11. Conduct confirmation interviews for the comparable sales.
12. Meet with representatives of relevant jurisdictions to review land planning maps and documents and to conduct appropriate interviews concerning zoning and general plans.
13. Prepare master report detailing appraisals for each geographic region.

Week 4

14. Senior appraisers meet with Beth Finestone, John Ellis, Adam Bogorad, or Rick Donahue to conclude preliminary values for a geographic region.
15. Complex valuation issues will be personally addressed by Beth Finestone, John Ellis, Adam Bogorad, or Rick Donahue.
16. Senior appraisers prepare valuation analysis within a framework that allows us to review values on a parcel-by-parcel basis, to assure the development of value opinions that are both well-supported and consistent across all parcels of the project.
17. For partial acquisitions, evaluate the impact of the acquisition and the project on the remainder, and complete the analysis of severance damages.

Weeks 5-6

18. Beth Finestone, John Ellis, Adam Bogorad, or Rick Donahue review all final valuations.
19. Senior appraisers finalize the appraisal reports, statements of valuation, and parcel diaries.
20. Organize the subject photos and comparable sale data sheets.
21. Upload all final documents to the designated, secure website or deliver electronic and hardcopies of reports as requested.

Post Delivery

22. We would anticipate receiving review comments (if any) from the City within a reasonable time frame upon delivery of the Appraisal Report. Upon receipt of any suggested revisions, we would deliver a revised Appraisal Report within three business days, or sooner if needed.

Project Schedule for Appraisal Reviews

A **sample work plan** for a typical multi-property right-of-way appraisal review assignment is summarized as follows. Upon receipt of notice to proceed, our work will progress through the completion of the following steps and others that may be deemed relevant as we complete the assignments. Please note that the time schedule below assumes multiple property appraisal reviews are awarded at a single time. This timeframe can be compressed for smaller assignments or to meet client needs.

Week 1

1. Assign the report to be reviewed to a researcher and senior appraiser.
2. Researcher will fact check all data in the report.
3. Senior appraiser will view subject and comparables, if a field review is requested.

Weeks 2-3

4. The senior review appraiser will thoroughly read the appraisal report for each subject property under review in its entirety, noting significant sections with an evaluative comment.
5. The review appraiser will make a determination of the appraisal's full compliance with USPAP and other applicable state and federal laws and regulations.
6. The review appraiser will evaluate the appraiser's support and reasonableness of the conclusion of highest and best use of the subject property(s) being appraised.
7. The review appraiser will evaluate the appraiser's support and reasonableness of the applications of the acceptable valuation approaches.
8. The review appraiser will evaluate the appraiser's support and reasonableness of the valuation conclusion(s).
9. The review appraiser will evaluate the adequacy completeness of the confirmation of the market data used for the purposes of estimating market value of the subject property(s).
10. Appraisal methodology will be checked for applicability to the property type.
11. Mathematical calculations will be checked for accuracy. The review appraiser may attempt to contact the original appraiser if there are questions to the inputs utilized in a discounted cash flow analysis.
12. If adjustments are made to market data, determination will be made as to their market-derived support or the reasonableness of the logical explanations for them.
13. The review appraiser will further make determinations of whether the real property appraiser's concluded value(s) is sufficiently credible.
14. Any questions or deficiencies will be addressed directly with the appraiser.
15. If a 2nd draft is submitted to correct deficiencies, it will be reviewed.
16. The appraisal review will be submitted to the City, along with the PDF of each appraisal report reviewed, after completion of the analysis. Our appraisal review will not include a re-appraisal of the property(s) without a change in the scope of services provided.
17. If we find that we are not able to recommend the appraisal for acceptance, we will notify you as soon as this determination is made so that you can decide how to proceed. This rarely happens but is a possibility.
18. We will be readily accessible to address any questions or concerns that arise from the City's review of our delivered work product. Attention to post-delivery inquiries will be a high priority item to be addressed immediately upon presentation.

Commitments of Key Personnel

Significant multiparcel assignments require a strong foundation which consists of a well-developed scope of work, work plan, and involvement of a sufficient number of qualified professionals to execute the assignment. Senior members of our firm remain available for client interaction and overall project planning as part of our regular job duties. Thus, we are able to proceed with the foundational aspects of major projects within 24 hours of being notified of a new project. The planning process usually takes a few days, which coincides with the completion of pre-existing commitments by other team members for the project. While staff appraisers usually have work in progress at any given time, they can be integrated into a new City project as their work on other assignments is completed. Based on our flow of work over the last two years, we expect to have full staffing available on all major projects within two weeks of award of contract. For assignments involving fewer than ten parcels, we would expect to have full staffing availability within one week of award of contract. In all assignments, we could send out owner notification letters and initiate our research for comparables within the first week of the assignment.

EXHIBIT "B"

SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT

[CONSULTANT]

[PROJECT]

The Project Narrative for _____ Services ("Assigned Project"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, and Consultant's proposal dated _____, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, shall constitute a supplement to the Master Professional Consultant Services Agreement for Real Property Services for Various City Projects by and between the City and Consultant dated _____ ("Agreement"). Consultant agrees to perform the services described in the Project Narrative within the time set forth in the Project Narrative for a fee in an amount not to exceed $_____. Performance of the services shall be subject to the terms and conditions contained in the Agreement.

Dated this _____ day of _____, 20__.

[SIGNATURES ON FOLLOWING PAGE.]

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

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
Chief Financial Officer

[CONSULTANT]

By: _____
Beth Filestone
[Printed Name]
Executive Vice President
[Title]

and

By: _____
Michael Bouhard
[Printed Name]
Head of Music
[Title]

EXHIBIT "A"

PROJECT NARRATIVE

EXHIBIT "B"

CONSULTANT'S PROPOSAL

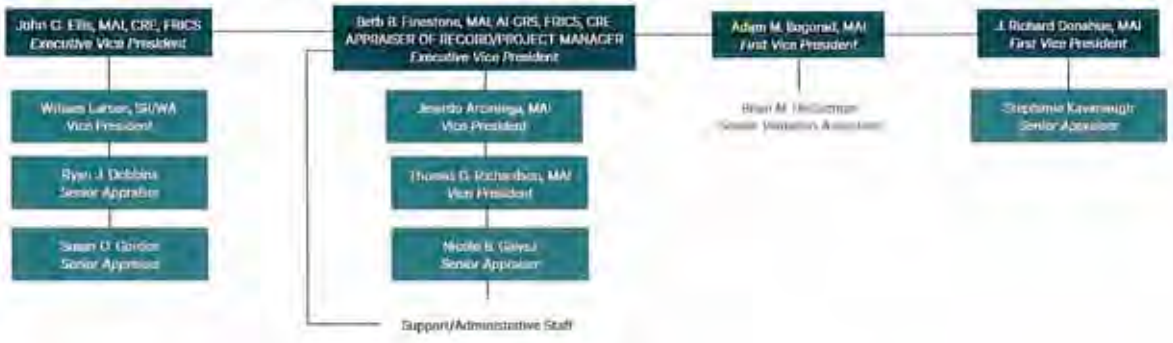
EXHIBIT "C"

KEY PERSONNEL

D. COMPANY PERSONNEL

Organization Chart

CBRE, Inc. is pleased to present our assembled team with a proven track record to perform appraisal services. The following organizational chart shows the members of our firm. The principal appraiser on any assignment completed on behalf of the City will be a MAI-designated appraiser at the level of First Vice President or higher. On large assignments, a Vice President or Senior Appraiser (an appraiser who is state certified, at a minimum) may work with the principal appraiser to allow for the efficient completion of the assignment. Our Senior Valuation Associate will provide research assistance to the Vice President or Senior Appraisers throughout the assignment. The services of our administrative staff members will be coordinated by our designated Project Manager, Beth Finestone, MAI, AI-GRS, FRICS, CRE.



Key Personnel Certifications, Licenses and Designations

Collectively, our VAS Southern California Right of Way team members have a particularly strong background in providing a variety of appraisal, appraisal review, and consulting services to a wide variety of public entities, including public agencies at the federal, state, and municipal levels. Many of these assignments have involved eminent domain, and all of our staff members have experience working on these eminent domain assignments. Non-eminent domain assignments for public agencies include (but are not limited to) the valuation of properties for ground rental rates, acquisition, disposition, license rates, and bond financing. We also review outside appraisals for our public agency clients and are often called upon to provide consulting services.

Our key staff members available for completion of appraisal services for the City include the following along with their contact information; we have also noted their years of relevant appraisal experience, including their certifications, licenses, and designations:

Name/Title	Phone Number	Email Address
Beth Finestone, MAI, AI-GRS, FRICS, CRE Project Manager Executive Vice President	(818) 290-5455	Beth.Finestone@cbre.com
John G. Ellis, MAI, CRE, FRICS Executive Vice President	(818) 290-5444	John.G.Ellis@cbre.com
Adam M. Bogorad, MAI First Vice President	(818) 290-5418	Adam.Bogorad@cbre.com
J. Richard Donahue, MAI First Vice President	(949) 939-6109	Rick.Donahue@cbre.com
William Larsen, SR/WA Vice President	(818) 290-5428	Bill.Larsen@cbre.com
Jerardo Arciniega, MAI Vice President	(818) 290-5416	Jerardo.Arciniega@cbre.com
Thomas G. Richardson, MAI Vice President	(818) 290-5408	Tom.Richardson1@cbre.com
Ryan J. Dobbins Senior Appraiser	(818) 290-5432	Ryan.Dobbins@cbre.com
Stephanie Kavanaugh Senior Appraiser	(949) 285-1948	Stephanie.Kavanaugh@cbre.com
Nicole B. Galvez Senior Appraiser	(818) 290-5433	Nicole.Galvez@cbre.com
Susan O. Gordon Senior Appraiser	(818) 290-5412	Susan.Gordon@cbre.com

Name/Title	Years of Appraisal Experience	Years of ROW Experience	Years of Conducting Appraisal Reviews
Beth Finestone, MAI, AI-GRS, FRICS, CRE Project Manager Executive Vice President	43	20	43
John G. Ellis, MAI, CRE, FRICS Executive Vice President	43	43	43
Adam M. Bogorad, MAI First Vice President	18	15	18
J. Richard Donahue, MAI First Vice President	43	43	43
William Larsen, SR/WA Vice President	37	27	27
Jerardo Arciniega, MAI Vice President	18	18	18
Thomas G. Richardson, MAI Vice President	11	10	10
Ryan J. Dobbins Senior Appraiser	20	20	20
Stephanie Kavanaugh Senior Appraiser	18	18	18
Nicole B. Galvez Senior Appraiser	10	10	10
Susan O. Gordon Senior Appraiser	17	12	17

Please note all key personnel are licensed as Certified General Real Estate Appraisers by the State of California, Bureau of Real Estate Appraisers (BREA). All senior professional staff members are current in their continuing education requirements in their status as Certified General Appraisers (CGA) in the State of California. Below is list of names of our firm's appraisers currently licensed by the BREA. Please note that six members of our

team, hold the MAI designation and two are members of the prestigious CRE organization and hold the Fellows of the Royal Institution of Chartered Surveyors (FRICS) designation from RICS.

Name/Title	CGA License No.	MAI No.
Beth Finestone, MAI, AI-GRS, FRICS, CRE Project Manager Executive Vice President	AG004030	7973
John G. Ellis, MAI, CRE, FRICS Executive Vice President	AG007279	7337
Adam M. Bogorad, MAI First Vice President	AG038741	479923
J. Richard Donahue, MAI First Vice President	AG008427	7470
William Larsen, SR/WA Vice President	AG014297	
Jerardo Arciniega, MAI Vice President	AG042445	480323
Thomas G. Richardson, MAI Vice President	3004940	589683
Ryan J. Dobbins Senior Appraiser	AG029385	
Stephanie Kavanaugh Senior Appraiser	AG030565	
Nicole B. Galvez Senior Appraiser	3005597	
Susan O. Gordon Senior Appraiser	AG040748	

Our authorized representatives of the firm who hold the legal authority to sign documents on behalf of CBRE currently hold the CRE certification and are Fellows of RICS:

Name/Title	CRE No.	FRICS No.
Beth Finestone, MAI, AI-GRS, FRICS, CRE Project Manager Executive Vice President	2706	1259538
John G. Ellis, MAI, CRE, FRICS Executive Vice President	2306	1250862

Beth B. Finestone, MAI, AI-GRS, FRICS, CRE, our designated project manager for all work with the City is the only CBRE staff member that holds the AI-GRS credential from the AI.

Name/Title	AI-GRS No.
Beth Finestone, MAI, AI-GRS, FRICS, CRE Project Manager Executive Vice President	7973

William Larsen, SR/WA, Vice President, is currently the only CBRE staff member who holds the SR/WA credential for the IRWA. However, John G. Ellis, Beth B. Finestone, Adam M. Bogorad, J. Richard Donahue, Jerardo Arciniega, and Nicole B. Galvez are members of the IRWA.

Name/Title	SR/WA No.
William Larsen, SR/WA Vice President	6205

Including in Appendix A are copies of licenses and certifications of our key personnel.

Key Personnel Qualifications

Beth B. Finestone, MAI, AI-GRS, FRICS, CRE, Executive Vice President, will be the primary project manager for any real estate appraisal assignments from the City for the duration of the agreement.

We have identified 11 appraisers as key personnel in this proposal. Ms. Finestone is the designated Project Manager for managing and coordinating any work for the City or to answer any questions the City may have.

Highlights of our key personnel qualifications are detailed below. The expanded professional qualifications, licenses and designations of all key personnel are included at Appendix A to this proposal.

Appraiser of Record/Project Manager

Beth Finestone, MAI, AI-GRS, FRICS, CRE, is an Executive Vice President of VAS in Southern California. She has over 40 years of appraisal experience and specializes in valuation and consulting services related to public agency clients. She also has significant experience with major, investment-grade commercial properties, e.g., office, industrial, retail, multifamily, land, and special purpose properties. Ms. Finestone has also been very active in the appraisal of land, both entitled and unentitled. She has been involved in the appraisal of open space land, land for mitigation purposes and valuing various types of land for conservation purposes. Ms. Finestone was the 2019 president for the Southern California Chapter of the Appraisal Institute (SCCAI), the largest AI chapter in the United States. Ms. Finestone's clients include public agencies, right of way firms, law firms, lenders, institutional investors, major corporations, and individual property owners. Her services include a wide range of specialized studies including ground lease rent studies, partial interest acquisitions, value diminution (from both internal and external influences), market demand, feasibility, severance damages and project benefits, investment analysis, assessment allocation, reuse analysis, and the valuation of partial interests including leasehold, leased fee, possessory interests, and minority interests.

Ms. Finestone is well known as an appraiser with expertise in the valuation of land, both entitled and unentitled. She has completed numerous benchmark studies and has been involved in the appraisal of a number of properties for the purpose of determining market rent for rental resets. Ms. Finestone has been involved in numerous appraisals of large tracts of land requiring a detailed highest and best use analysis and is very experienced in appraising land to be acquired for conservation or mitigation purposes.

Ms. Finestone has qualified as an expert witness in real estate matters and has testified before in the Superior Courts of Los Angeles and Orange Counties, Arbitration Hearings in Los Angeles County, and in Tax Appeal Boards in Los Angeles and San Diego Counties.

In addition, Ms. Finestone has been a featured speaker at various seminar presentations on behalf of the IRWA, RICS, SCCAI, and the AI.

John G. Ellis, MAI, CRE, FRICS, Executive Vice President of VAS in Southern California, was the 2018 recipient of the Lifetime Professional Service Award for the Southern California Chapter of the AI. He has held the positions of President, Vice President, Treasurer and Secretary; member of the Board of Directors for five years; and has served on various volunteer committees (at the local, regional, and national levels) for more than 20 years. He is a nationally approved instructor for the AI. Five times he has chaired the SCCAI's annual Litigation Seminar conducted for the benefit of Southern California's legal and appraisal communities. Mr. Ellis is also a member of the CRE and the IRWA and a Fellow of RICS. As Executive Vice President of the firm, he is involved in completing valuation and consulting assignments, overseeing the work and the mentoring of some of the junior staff members. He has significant experience in the coordination and management of complex multi-property assignments.

Mr. Ellis is qualified as an expert witness in Superior and Federal courts throughout California on real estate valuation issues. On several occasions, Mr. Ellis has been selected by the Los Angeles County Superior Court to act as a court-appointed, independent expert to assist the resolution of pending valuation issues and has

served as an experienced arbitrator. Mr. Ellis has been retained as an expert witness by the Legal Division of Caltrans for matters involving eminent domain in the widening of Interstate 5, Interstate 10, and Interstate 405 within the County of Los Angeles.

Examples of expert testimony provided by Mr. Ellis include the valuation of a major industrial property in La Mirada as part of a jury trial in an eminent domain matter, the resetting of ground rent beneath a major mixed-use commercial project in the Golden Triangle of Beverly Hills and testimony concerning the resetting of ground rent beneath a major financial institution on Ventura Boulevard in Studio City. Mr. Ellis has provided expert testimony in court of public hearings on more than 50 occasions and has been deposed more than 150 times. In addition, he has participated in several arbitrations involving the determination of market value and rental value; these prior arbitrations have been both as a party-retained arbitrator and as a neutral third-party arbitrator.

Adam Bogorad, MAI, serves as a First Vice President of VAS in Southern California and has been involved in commercial real estate valuations since 2005. His past work includes the completion of appraisals for a wide variety of property types, including major commercial, industrial, office, multi-residential projects, and special-use properties. He has worked on many high-profile right of way projects, including the California High Speed Rail project, the Los Angeles Metro Expo and Purple Line expansions, and the Redondo Beach King Harbor revitalization, among many others. His work also encompasses litigation support related to value diminution, loss of use, eminent domain, and other issues related to real property. Prior experience in the financial services industry offers Mr. Bogorad an insight into economic factors that impact the real estate markets. Mr. Bogorad has qualified as an expert witness in the Superior Court of California and has testified during trial.

In 2012 Mr. Bogorad was one of five employees among over 900 to receive the Integra Excellence Award. In 2015 Mr. Bogorad was invited to be a guest presenter at the IRWA Annual Education Conference in San Diego to showcase complex case studies related to previously completed work on the California High Speed Rail project. In 2017 Mr. Bogorad was nominated as a member of the Education Subcommittee for the SCCAI after having served for two years as a Regional Representative. In 2019 Mr. Bogorad became committee chair and a voting board member for the Chapter. In 2021, Mr. Bogorad was elected as the Secretary of the SCCAI Executive Board and is the 2024 SCCAI Chapter President.

J. Richard Donahue, MAI, serves as a First Vice President of VAS in Southern California and has been involved in commercial real estate valuations since 1977. He specializes in valuation and consulting services related to public agency and right of way clients and for major, investment grade commercial properties and special purposes properties. Mr. Donahue is experienced in valuing partial and full acquisitions related to eminent domain actions. These services include fee, easement and temporary easement valuations. Mr. Donahue has specialty experience in the appraisal of conservation easements, air right valuations, sub-surface easements, utility easements and transmission line easements. He also has expertise in valuing an extensive variety of investment grade real estate and special purpose properties for lending, investment consulting and other purposes.

Mr. Donahue's services include a wide range of specialized studies including tax appeals, market demand, feasibility, investment analysis, assessment allocation, reuse analysis, and the valuation of partial interests including leasehold, leased fee and minority interests. He also acts as a review appraiser for multiple public agencies. Mr. Donahue has been a featured speaker at AI functions, a USPAP Instructor, and previously served on the organization's national Board of Directors as Regional Chair, Member of the Executive Committee and Chair of the National Audit Committee. He is a recipient of the Bert L. Thornton Professional Service Award of the SCCAI, awarded in recognition of many years of unselfish dedication to the AI and its Professional Goals and for the exemplary conduct displayed during their professional career.

William Larsen, SR/WA, Vice President of VAS in Southern California, has specialized in appraisals for eminent domain and litigation since 1995, managing right of way assignments for freeway widening, grade separation, utility system upgrades and transit station development in many California counties. Partial acquisitions valued have included permanent and temporary surface, subsurface and aerial easements. He has appraised all major property types and has completed appraisals in 16 states. Mr. Larsen is a former President of the Los Angeles Chapter of IRWA, has chaired or co-chaired IRWA's Annual Valuation Seminar each year since 2008, and will

chair the seminar in 2020. Prior to CBRE, Mr. Larsen was a Portfolio Manager with an institutional investor and a bank Vice President, specializing in commercial construction lending. He completed an MBA in Finance from UCLA and is Yellow Book certified.

Jerardo Arciniega, MAI, serves as Vice President of VAS in Southern California and has been involved in commercial real estate valuations since 2005. He is responsible for real estate analysis, data collection and studies including interviewing buyers, sellers, brokers and tenants with regard to the details of transactions and market conditions, as well as report writing for narrative appraisal assignments concerning all major real estate categories. Property types which he has appraised include retail, office, and industrial buildings, apartments, single-family residences, mobile home parks, gas stations, nurseries, renewable energy sites, self-storage facilities, and special purpose properties. He has worked on many high-profile right of way projects, including the Los Angeles Metro Purple Line expansion, the State Route-91 Corridor Improvement Project, among many others. His work also encompasses litigation support related to potential value diminution, eminent domain, and other issues.

He has successfully appraised properties for various client groups such as public agencies (Los Angeles Department of Water and Power (LADWP), Metropolitan Water District of Southern California (MWD), Los Angeles County Metropolitan Transportation Authority (LACMTA), cities of Riverside, Culver City, and South Gate), financial institutions, law firms, and individual property owners. In addition, he has represented property owners in assessment appeal cases.

Thomas Richardson, MAI, serves as Vice President of VAS in Southern California and has been involved in commercial real estate valuations since 2012. His experience includes consulting and appraisals for improved properties such as single- and multifamily residences, restaurants, shopping centers, office buildings, warehouses, retail and industrial condominiums, mixed-use commercial and residential buildings, religious facilities, and special purpose properties. Additionally, he has valued various categories of land including agricultural, residential, commercial, open space/recreational, saltwater marshland, solar farm, and mitigation land. His work has been utilized by various public agencies, law firms, financial institutions, and property owners for right-of-way, disposition, bond financing, lease negotiations, and in-lieu fees.

His recent appraisal work for right-of-way-related purposes includes assignments for the San Juan Creek Bridge Replacement Project, Los Nietos Safe Routes to School Project, Playa Del Rey Wastewater Line Project, I-405 Improvement Project, Culver University Improvement Project, Regional Connector Transit Project, Century Boulevard Mobility Improvement Project, Riverside Transmission Reliability Project, Centennial Corridor Project, and California High Speed Rail Authority.

Ryan J. Dobbins, Senior Appraiser of VAS in Southern California, is an associate member of the Appraisal Institute and has been appraising properties in California since 2002. He has worked on several projects for various public agencies that involve eminent domain. Most recently, clients have included: Los Angeles World Airports (LAWA), Kern County, U.S. General Services Administration, San Diego County Association of Governments, LACMTA, and the City of Los Angeles.

Stephanie Kavanaugh, Senior Appraiser of VAS in Southern California, has over 17 years of commercial real estate valuation experience throughout California. Appraisal work completed includes residential, commercial, industrial, open space land, vacant land and other income producing properties for institutional and acquisition purposes, partial acquisition valuation, including determination of severance damages and/or benefits for public projects. Major projects appraised include freeway and street widening, gas pipeline, grade separations, transmission line easements and electrical substations. Special purpose properties appraised include landfills, museums, water tank sites, libraries, fire stations, and correctional institutions.

Nicole Galvez serves as a Senior Appraiser of VAS in Southern California and has been involved in commercial real estate valuations since 2014. Services rendered involve appraisal report preparation for vacant land, residential, commercial, industrial, and other income producing properties for institutional and acquisition purposes, partial acquisition valuation, including determination of severance damages and/or benefits for public projects, and preparation of cost studies for budget purposes involving public projects. Other assignments

include appraisals for inverse condemnation. Types of projects appraised include street widening, freeway, pipeline, and flood control.

Susan O. Gordon, Senior Appraiser of VAS in Southern California, expertise and experience in valuing diverse property types includes vacant land and residential, industrial, commercial, and special purpose properties. Her primary emphasis focuses on eminent domain, diminution in value, litigation support, and residential estates. Ms. Gordon has successfully appraised properties for various client groups such as public agencies (cities of Glendale, Bell, Palmdale, Pasadena, Culver City, Riverside, City and County of Los Angeles, LACMTA, Southern California Edison Company (SCE), LADWP, MWD, financial institutions, law firms and accountancy firms, corporations, and individual property owners.

Support/Administrative Staff

The support/administrative staff will be responsible for coordinating initial subject data into physical and electronic files, provide contract support and process invoices.

MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT

CBRE, INC.

CONSULTANT PANELS FOR REAL PROPERTY SERVICES FOR VARIOUS CITY PROJECTS (RFP No. 2291)

Appraisal Review Services

THIS MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and CBRE, INC., a Delaware corporation authorized to do business in California ("Consultant").

RECITALS

A. The City requires the services of a consultant that is experienced in providing Appraisal Review Services.

B. The City issued a Request for Proposals for purposes of establishing a panel of consultants experienced in providing consulting services in each of the following six categories: (1) Appraisal Services; (2) Acquisition Services; (3) Relocation Services; (4) Property Management Services – Interim and Full Scope; (5) Environmental Site Assessments – Phase 1, Phase 2, Asbestos, and Lead-Based Paint Surveys; and (6) Security Guard Services.

C. Consultant has the necessary experience in providing Appraisal Review Services.

D. Consultant has submitted a proposal to the City and has affirmed its willingness and ability to provide such services in said category.

E. The City may retain Consultant for various projects pursuant to this Agreement.

F. The total Contract Price, as defined herein, for all work assigned to Consultant shall be aggregated.

AGREEMENT

1. **Scope of Services.**

1.1 The City hereby retains Consultant to perform, and Consultant agrees to render, professional services for various City projects ("Assigned Project") as those services are more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference.

1.2 During the term of this Agreement, as the need arises, Consultant shall have the opportunity to submit proposals for Assigned Projects. The scope of work, including the completion date for the Assigned Project, will be as set forth in writing and issued by the City ("Project Narrative"). Any modification to the Services will also be set forth in the Project Narrative. All proposals submitted shall be reviewed by the Contract Administrator, as that term is defined below, and a single consultant will be selected to perform the services for that particular Assigned Project. Acceptance of Consultant's proposal shall be made in the form of a Supplemental Agreement for the Assigned Project, a sample of which is attached hereto as Exhibit "B" and incorporated herein by reference, or by Consultant's acceptance of the terms and conditions of the City's Purchase Order.

2. **Term.** This Agreement shall begin on the Effective Date and shall expire five (5) years thereafter ("Expiration Date") or the required date for completion of an Assigned Project, provided a project was assigned prior to the Expiration Date. If the maximum cumulative payment obligation is not reached, the City may, at its option, extend the term for one (1) additional three (3) year terms, not to exceed eight (8) years based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement. Pricing is to remain firm for the entire contract term, including any future extensions.

3. **Compensation/Payment.**

3.1 **Contract Price.** The total amount to be paid to Consultant for all Assigned Projects pursuant to this Agreement shall not exceed an aggregate of Two Hundred Fifty Thousand Dollars ($250,000.00) over the term of this Agreement.

3.2 Consultant shall receive compensation for all Services rendered under this Agreement as set forth in Exhibit "A" and set forth in the Supplemental Agreement or Purchase Order issued by the City. There will be no reimbursement for out-of-pocket expenses including but not limited to travel and lodging, local travel/mileage, photocopying, first class U.S. postage, telephone, facsimile, and mobile/telephone communication charges. With prior written approval, City may choose to approve reimbursement for overnight courier charges, certified return/receipt mail charges, and specialty reproduction charges at cost plus ten percent (10%) for administrative, coordination and handling time.

3.3 Payments shall be made in accordance with the City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed.

The invoices shall be delivered to the City at the address set forth in Section 4 hereof. For each Assigned Project, Consultant agrees that each assignment will be on a fixed fee basis, as mutually agreed to in writing by both City and Consultant prior to engagement of any assignment.

3.4 In the event Consultant fails, due to its own negligence, to submit any required report to City by the due date set forth in the Project Narrative, the fee to be received by Consultant may be reduced by ten percent (10%) each three (3) business day period that the report is late.

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	To Consultant
Community & Economic Development/RPS City of Riverside Attn: Department Director 3900 Main Street Riverside, CA 92522	CBRE, Inc. Attn: Beth Fineston 5921 Owensmouth Avenue Woodland Hills, CA 91367

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 Department Director to administer this Agreement on behalf of the 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 designate a representative for each Assigned Project ("Project Representative"). Consultant's Project Representative shall be available to the City at all reasonable times and will be the primary individual performing the Services under the Assigned Project. 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 reference and assigned to perform portions of the Services shall remain assigned through completion of the Services. Any substitution of personnel or the Project Representative shall be subject to the City's written approval. In the event that the City and Consultant cannot agree as to the substitution of the Project Representative or other key personnel, the City shall be entitled to terminate this Agreement.

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 Department Director and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the City's 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 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. 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 the City. Consultant will reimburse Client 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 Contract, 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 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 the 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 the 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 the City's execution of this Agreement, Consultant shall file with the 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 the City. Any certificate filed with the City shall provide that the 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 the 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 the 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 the City and shall include the City and their 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 their 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.

12.4 **Errors and Omissions Insurance**. Prior to the 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 the City's request, Consultant shall provide the 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**. The City reserves the right to employ other Consultants in connection with the Assigned 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 the 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 the 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 the City's name or insignia, photographs of the Assigned Project, or any publicity pertaining to the Services or the Assigned Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City. This provision shall survive the expiration or terminating of this Agreement.

18. **Ownership of Documents**. All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of the City upon the City's compensation to Consultant for its services as herein provided. Consultant shall not release to others information furnished by the City without prior express written approval of the City. This provision shall survive the expiration or terminating of this Agreement.

19. **Copyrights.** Consultant agrees that any work prepared for the 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 the City, and agrees to provide all assistance reasonably requested by the City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at the City's expense, but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. This provision shall survive the expiration or terminating of this Agreement.

20. **Conflict of Interest**. Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Assigned 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, the 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.

23. **Waiver**. No action or failure to act by the City shall constitute a waiver of any right or duty afforded the 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 the City.

25. **Termination**. The 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, the City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to the City.

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

25.2 The 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 The City decides to abandon or postpone an Assigned 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, the City reserve the right to withhold and offset said amounts from payments or refunds or reimbursements owed by the City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by the City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, the 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 the 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 in the Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

29. **Nondiscrimination** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or 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**. The 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. **Digital and Counterpart Signatures**. Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

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

Exhibit "A" - Scope of Services
Exhibit "B" - Supplemental Agreement
Exhibit "C" - Key Personnel

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the 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

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
for Chief Financial Officer

CBRE, INC.,
a Delaware corporation authorized to do business in California

By: _____
Beth Finestone
[Printed Name]
Executive Vice President
[Title]

and

By: _____
Michael Bullard
[Printed Name]
Head of Risk
[Title]

EXHIBIT "A"

SCOPE OF SERVICES

B. STATEMENT OF UNDERSTANDING AND APPROACH

Firm Understanding of City's Appraisal Prerequisites

As noted in Company Personnel at Section D of our response, and in the qualifications of the appraisers at Appendix A, the appraisers available to provide professional services to the City have ten years or more of experience in providing appraisal services for public agencies, and are all General Certified Appraisers in the State of California. Six (6) of the eleven (11) appraisers on our team also hold the Member of the Appraisal Institute (MAI) designation of the Appraisal Institute (AI), having satisfied the rigorous requirements in the areas of education and experience to receive this senior-level designation. Additionally, Beth B. Finestone, MAI, AI-GRS, FRICS, CRE is an AI-GRS (General Review Specialist)-designated MAI appraiser.

Technical Approach

All of our appraisal work is completed pursuant to the *Uniform Standards of Professional Appraisal Practice* (USPAP), and all appraisals prepared for potential acquisition purposes, subject to an eminent domain action, are also prepared in compliance with the California Code of Civil Procedure Section 1263.320. The methodology utilized in eminent domain appraisals is consistent with the methodology found in the California Department of Transportation (Caltrans) Right of Way Manual, Chapter 7. When appropriate, we prepare full and partial acquisition appraisals subject to the *Uniform Appraisal Standards for Federal Land Acquisitions* (UASFLA). We are also experienced in providing appraisals based on Federal Aviation Administration (FAA) guidelines as well as the guidelines of the California Department of General Services (DGS).

Appraisal assignments would be completed with the use of the most appropriate valuation methods for the specific property type. These include the Sales Comparison Approach, the Income Approach, and the Cost Approach. For single-family residential properties, the Sales Comparison Approach is usually the most relevant approach and is typically the only one that has application to the property. For income-producing properties, including multifamily residential properties, the Income Approach is commonly utilized along with the Sales Comparison Approach. For buildings that are newer (non-residential), or which contain fairly specialized improvements, the Cost Approach is frequently relevant. Land is typically valued using the Sales Comparison Approach. Corridors are typically valued using ATF methodology.

In the process of completing appraisals of partial acquisitions, subject to California Eminent Domain Law, we give full consideration to possible severance damages and benefits that may accrue to the remainder parcel as a result of the acquisition and project. We are very experienced in preparing damage studies that are well researched and have been accepted by the courts when we are called to testify. When we conclude that there are damages, every attempt is made to quantify benefits that accrue to the remainder, as benefits can be utilized to offset severance damages. In the State Rule, benefits may not offset the value of the actual acquisitions.

When reports are prepared to meet the guidelines of UASFLA a complete before and after analysis is required. The Federal Rule differs from the State Rule in that benefits can offset the value of the parts taken. However, it should be noted that when applying the Federal Rule, a direct calculation of the value of the parts acquired, damages and benefits is not undertaken. Rather the property is apprised in its before condition and this is compared the what the value of the property would have been on the date of value if the project were implemented, and the acquisitions already made. The difference between the before and after valuations results in the value of the proposed acquisitions.

In certain assignments, we would expect to encounter appraisals dealing with vacant land and/or various types of easements affecting vacant land. For analysis of this type of property, an investigation into the potential of securing development entitlements is a critical issue. Particular attention would be given to interviews with City representatives who are in the proper positions to comment on the entitlement process for the subject property. This level of investigation would also frequently include a review of relevant sections of the general plan, a review of specific plans that may affect the property, review of zoning, slope density analysis, California

Coastal Commission issues, fire department approvals, and investigations with other individuals at relevant governmental jurisdictions.

Non-Eminent Domain Related Appraisals

CBRE's Valuation and Services Advisory Group (VAS) considers all applicable approaches to value in each appraisal and uses accepted methodologies that are appropriate for the type of property being appraised. Scope of work and appraisal formats are discussed with the client in advance in order to meet with the client's objectives.

Eminent Domain/Condemnation Related Appraisals

Approach to Appraisals

Our efforts will at all times be centered on our profound respect for property rights. This includes both the property owner's right to full use and enjoyment of their property and the client's right to acquire all necessary property rights for public or private use. This perspective will guide our efforts toward just compensation and to allow the client to acquire rights-of-way and to minimize the amount of litigation.

If a large multi-property assignment is awarded, we would like to set a meeting with the project manager at the City to discuss the project and to glean any information available as to property owner concerns and project impacts. We have found that sitting with the client at the onset of a larger multi-property assignment and going over the individual properties and reviewing maps together can result in tremendous time savings down the road. In the case of an individual property award, this can often be handled over the phone.

Our process, once authorized, typically will follow this general framework. Please note that once engaged, we will consult with the client to customize an appraisal process to meet the needs of the contract.

Property Owner Notification (as needed): At commencement of engagement, CBRE will identify the properties to be appraised with information such as address, tax parcel identification number, owner of record, type of property, site size, and building size. Upon collection of the parcel specific information, CBRE will prepare letters to the owners of record for each parcel. These letters will outline the scope of the project and the purpose and use of the proposed acquisition in fee and/or easement. Letters will be delivered via certified mail to the owners of record within approximately one business week from commencement of engagement. CBRE will be responsible for the cost of delivery of the certified letters.

Front-End File Development: In conjunction with development of the market study if requested, our administrative staff, in conjunction with one of our right of way valuation experts, will develop individual files for each parcel in the project. Each file will contain all correspondence with property owner of record, assessor records, floodplain maps, zoning maps, surveys of the whole property and proposed acquisition, legal descriptions of the whole property and proposed acquisition, title commitments, right of way maps, easement documents, aerials, etc. Development of files is anticipated to be completed within approximately two weeks after commencement of engagement.

Inspection and Property Owner Interaction: Within one to two weeks after our administrative staff have mailed certified letters to the owners of record, we would anticipate return responses from the property owners. During this correspondence period, CBRE would attempt to set up inspections of the identified parcels. As needed, CBRE staff will send out an additional letter, via certified mail, which outlines the information which CBRE will be requesting in order to complete the appraisal assignment.

An appraiser/right of way expert will attend each property inspection and insist on providing each property owner the opportunity to articulate the project's effect on their property. This is coordinated with the City, if a City representative wishes to be present. The Vice President and/or Senior Appraiser remains directly involved in all aspects of the inspection, analysis, and appraisal completion. Limited amounts of research assistance may be provided by less senior appraisal staff, under the direct guidance and supervision of the project's Vice

President and/or Senior Appraiser. This serves to provide an error-free report, with a well-developed opinion of the fair market value of the acquisitions and decrease the chances of litigation. The inspections of the parcels would include an inspection of the interior and exterior of all improvements located on the parcel as well as an inspection of the proposed acquisition. However, please note that our level of inspection will be contingent on the cooperation of the landowner of the Parcel(s) affected by the Project.

Valuation: Applying the market data and feedback from the property inspection and meeting with the owners, the CBRE team will analyze the property and determine the fair market value of the acquisitions that is due to the property owner.

The appraisal reports will be written according to the applicable requirements and guidelines with the market value definition being based on current Federal and State standards. The development of the appraisal will consider all relevant facts and aspects of the property being appraised and the proposed acquisitions in fee and/or easement.

If there are damages, CBRE will estimate the cost to cure and effective age of the improvements within the proposed acquisition and any effect(s) to the remainder after the acquisition. Our analysis may utilize sources such as the Marshall & Swift Valuation Guide and/or construction cost estimates developed by outside consulting firms. Further, depending on the complexity of the appraisal assignment, CBRE, Inc. may consult with a certified land planner to determine appropriate land use plans and designs in the cost to cure and remainder after scenario.

Report Delivery: Our key personnel designated for work with the City specialize in various property types and are experienced in right of way projects. Ultimately, we will staff the project to meet the scope of the project within the required delivery time.

Right-Of-Way Expert Review

At least one Right of Way appraiser (Expert) at the level of First Vice President or higher will be assigned to each parcel. This expert will direct appraisal assignments within the project. Professionals and Experts discuss the assignments up front and periodically throughout to ensure all client expectations are being met. Right of Way Experts are selected based on their experience and credentials and are knowledgeable in current approved methodologies and applicable case law.

Key areas of review are:

- Engagement letter and required scope of work.
- Unique client requirements were followed.
- Applicable ownership history is presented.
- All Extraordinary and/or Hypothetical Assumptions are clearly stated.
- A detailed review of the entire report encompassing all sections, methodologies including damage/enhancement calculations (if any), etc.
- Only client approved appraisers are assigned, inspect subject properties and complete assignments (sign the certification and report). In most cases, it is acceptable for other licensed appraisal staff to significantly contribute, if this is approved by the client and adheres to USPAP.
- Consistency is maintained within the project regarding methodology, data used, value component conclusions and value conclusions. This will be accomplished through project review and audit.
- Proper right-of-way valuation methodology is utilized. The Expert will work with assigned appraisers to resolve questions regarding right-of-way specific valuation issues, as well as current case law application.
- Compliance with State guidelines.
- Proper report format utilized in the preparation of reports.

Market Rent Appraisals

Market Rent Approach

We are uniquely qualified to conduct Market Rental Surveys on behalf of the City. Being part of CBRE allows us access to a wealth of data. This includes not only data that is available from public sources such as CoStar, MLS, professional organizations and Internet searches, but includes access to our proprietary data base system. Our proprietary data system allows us not only to find comparable rental (lease) data, but also give us access to the unique deal points of the transactions that our brokerage firm was involved with.

Improved Properties

Our general approach to conducting a rental survey is to view the subject property and understand the tier of market in which it competes. We than review our data sources and reach out to brokers active in the segment of the market we are surveying and locate the buildings which we feel are the primary competition for the subject. Once making this determination we strive to locate recent leasing activity in these buildings. If no data is available in the primary competitive buildings, we look to the secondary competition.

Once the data is located, we can present it to the City as a survey, or we can analyze it with respect to a particular asset. Alternatively, we can compare a number of transactions to determine which is the most advantageous by considering the present value of the various leases.

To determine the market rent for improved properties we generally rely on a direct comparison of comparable leased properties. However, for special purpose properties, we may need to rely on a rate of return applied to a valuation of the property as improved (most often concluded by the cost approach).

- Non-Special Purpose Properties: As previously indicated we rely on a direct comparison of comparable lease properties. Comparable data is obtained by interviewing active market participants such as brokers, investors and property owners. We also review public records, when appropriate and utilize pay data services such as CoStar. We also have an internal data base that is proprietary to CBRE. We are able to access rental comparable data from across the county utilizing this system. While we generally focus on comparable transactions that are in the same market area as the subject, there are instances where a national search may be appropriate.

  Factors of comparison that are considered include, but are not limited to the following:

  - Lease date
  - Lease term
  - Escalation factors
  - Free rent
  - Tenant improvements and other concessions
  - Location and access
  - Size
  - Quality and condition of the improvements
  - Property type and use
  - Coverage ratio

- Special Purpose Properties: As previously indicated, for special purpose properties, where there is not an active market for leases, we often apply a market derived rate of return to the improved property value. For special purpose properties, the cost approach is the typical valuation methodology employed. This involves determining a value for the underlying land and adding to it a depreciated replacement cost for the improvements. To determine the appropriate rate of return to apply to the improved value of the improvements, we follow a procedure similar to that associated with ground leases, described previously.

Ground Leases, Easement Rents and License Rates of Land

The two primary methods for analyzing the rental value of land as if vacant are described below.

1. Analyze recent leases of sites that are similar to the subject and conduct a direct comparison process using these comparable lease transactions.
2. Reach an opinion regarding the market value of the subject land as if vacant and conduct an analysis that leads to a conclusion as to the appropriate annual rate of return to apply to the land value.

We would conduct a search in an effort to find comparable land lease transactions that would allow us to perform the first study. Depending on the type of land involved and its location, comparable data may or may not be available. To search for comparable ground leases, we rely on interviews with active market participants, interviews with representatives of public agencies know to be active in leasing land, a search of public records, pay data services such as CoStar, as well as our internal data base.

A direct comparison of the comparable leases is the most ideal way to conclude to a market rent for land. Comparable ground leases are analyzed based on highest and best use of the underlying land, location, date of lease, term of lease, type and frequency of rent escalations and the frequency the ground lease adjusts to market. Consideration is also given to the methodology utilized to initially set the market rent and ground lease terms associated with the comparables. Any free rent or other incentives provided are also considered.

It is important to note that limited current and comparable transactional data is often available. As such, we often focus on the latter method of analysis (item 2 above), which involves reaching an opinion regarding the market value of the subject land as if vacant and conducting an analysis that leads to a conclusion as to the appropriate annual rate of return to apply to the land value. To determine the underlying value of the subject land, we generally rely on the sales comparison approach to value, whereby we compare sales of comparable land transactions to the subject. Generally, the subject land is valued based on its highest and best use as vacant, unless an existing ground lease requires a different methodology.

Once a conclusion of land value is reached for the subject land, it represents the appropriate starting point in the appraisal of the market rental value. The next steps in this process are:

1. Identify and analyze data that is relevant for the purpose of setting the appropriate annual rate of return.
2. Examine the similarities and differences between the rate of return comparables (and other data) and the terms of the subject lease. Make adjustments as warranted to account for the material differences.
3. Apply the results of the analysis and express an opinion regarding the market rental value, taking care to explain how this rate is applied within the context of the ground lease obligations for the option term. Our conclusions can either be presented as a point estimate of market rent, a range or both.
4. If we are asked to value an easement rent or license, a factor is typically applied to the concluded market rent for the fee simple bundle of rights.

Appraisal Reviews

General Approach and Methodologies Utilized for Appraisal Reviews

Our VAS Southern California Right of Way team has significant experience in the review of outside appraisals related to right-of-way appraisals. We are familiar with the appraisal review requirements for federal- and state-funded projects, pursuant to Title 25 California Code of Regulations §6000 et seq. §7260 et seq. of the California Government Code 42 U.S.C. §4601 et seq. (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) and 49 CFR Part 24 to the extent they apply to the appraisal assignment. The following are the general steps that we take in preparing these reviews:

- Discuss the project with the client so that we can develop an appropriate scope of work and understand the client's needs. In addition, having a strong project overview will enable us to better understand the Project and be better prepared to review the individual reports.

    a. Generally, for right of way projects we are asked to review the reports and discuss them with the appraiser in order to obtain a credible appraisal for delivery to the client.
    b. In some cases (rarely) we find that we are unable to obtain a credible work product from the appraiser that we can recommend for approval. If this is the case, our scope of work may be expanded to include a reappraisal of the property or to recommend that another appraisal be obtained.
    c. Most right of way work in California must comply with the California Code of Civil Procedure, and the Caltrans Right of Way Manual in addition to USPAP, but in some instances the work needs to be compliant with UASFLA. This is part of our scope of work determination so that we know what standards the report should be reviewed to.

- If possible, we like to be engaged at the outset of an assignment related to a right of way project that that we can act as a resource to the appraiser performing the appraisal if they have any questions. We understand that this is not always possible.
- Make a determination of how many appraisals we will be reviewing related to a specific project and develop a spreadsheet summarizing these properties and their specifics, as well as the value conclusions and other pertinent details. This will enable us to help maintain a level of consistency across a project to the extent possible.
- As appraisals come in for review, they are assigned to a senior review appraiser and to a researcher.
- The researcher will be responsible for confirming all factual data in the report including land areas, zoning, confirmation of comparables through public records, ownership, etc. They will also check all mathematical calculations, including adjustments to comparable data. Any inconsistencies or errors are noted on the document and the report is given to the senior review appraiser.
- The senior review appraiser will then read the appraisal report in its entirety, noting any sections that require further analysis or comment.

    a. The review appraiser will review the research and analyses in the report with respect to its completeness, accuracy, adequacy, relevance and reasonableness.
    b. The market data will be checked for reasonableness.
    c. The appraisal methodology will be checked for applicability to the property type.
    d. Adjustments to the comparable data will be reviewed and a determination will be made as to their market derived support or the reasonableness of the logical explanations for them.

- The review appraiser will view the subject property and the comparables if a field review is requested. This is not done for desk reviews.
- The review appraiser will develop an opinion as to whether the analyses are appropriate within the context of the requirements applicable to that work. Special consideration is given to the valuation of the parts acquired and any possible severance damages resulting from the project.
- The reviewer will develop an opinion as to whether the opinions and conclusions are credible within the context of the requirement applicable to that work.
- The reviewer will develop reasons for any disagreement and discuss these with the appraiser.
- The goal is to work with the appraiser so that a credible appraisal is completed.
- If the scope of work requires that the review appraiser develop his or her own opinion of value this is completed. Typically, this is not part of a review of a right of way appraisal at the outset.
- The review appraiser prepares a review report for delivery to the client making our recommendation of acceptance and confirmation of applicable valuation standards. Any applicable Caltrans forms or project specific forms are included.

Our appraisal review services can be tailored to meet the needs of the City by adequately understanding your scope of work requirements. We can track all value conclusions on an appropriate unit basis for land and

improvements and summarize easement values as a percent of land value for differing types of easements on a given project. This will enable the City to be confident that property owners are being treated fairly and consistently within a project area.

Our deliverables can be tailored to meet the needs of the City, and any pertinent documentation agreed to up front. We can prepare a sample review template for major project and invite your input at the onset so that you are confident that all requirements are met and that the review is user friendly and meets your individual needs. All reviews can be prepared in a uniform format that you know where to find what you need in every report.

The only potential hurdles that we see with review work, related to the delivery of the project relate to timing and appraisal quality. If the appraisal(s) is(are) delivered late to the reviewer, it can cause delays in acquiring the right of way and hence delay the project. Due to the size of our staff, we can assign a researcher to all appraisals for review within a day of their receipt. The researcher can fact check the reports before they are given to the reviewer so that the reviewer can focus on the analysis, methodology and appropriates of the analysis and data. This enables us to review a significant number of reports in a short time. We can also group the appraisals so that the reviewer can view a number of the subject properties and comparables in a given day, rather than making multiple trips. This assumes a field review in required. In some instances, if an appraiser is running late, we can get them to send us their market data in advance of the report so that we can start the fact checking process and shave some time from the review process.

It is our goal to always work with the appraiser so that a credible and quality product is delivered to the client. In those rare instances where we are unable to recommend an appraisal for acceptance, we have the ability to reappraise it ourselves, if you so desire. This can help to save time, and some cost as compared to retaining the services of a new appraiser.

Workplan for Appraisal Reviews

Ms. Finestone will coordinate all work awarded to CBRE by the City and will serve as a point of contact to the City. Ms. Finestone will have an active role in meeting with the appraisers working on City appraisal review assignments and ensuring quality control. Ms. Finestone will also serve as a point of contact for the VAS Southern California Right of Way team to other appraisers and consultants awarded assignments on the same projects to ensure that all data is shared so that the appraisers have all of the available data available to them for their appraisal review analyses. Ms. Finestone, Messrs. Ellis, Bogorad, or Donahue will review, and cosign reports completed by the VAS Southern California Right of Way team and will be available for expert testimony and litigation support. Ms. Finestone will be available to participate in the appraisal of any complex assignments. If City subcontractors are required for the appraisal reviews of outside appraisal reports involving business valuations/good will appraisals and or furniture, fixtures and equipment, Ms. Finestone will coordinate their services to ensure that all appropriate aspects of the appraisal review assignment are considered, while ensuring that there is not a duplication (double counting) of valuation items by the various reviewers involved in an assignment.

Prior to bidding on an assignment, Beth Finestone would discuss the individual project with the appropriate representative of the City to make sure we have an understanding of the needs of the City and the purpose of the appraisal review. This will allow us to advise the City as to special considerations and or alternative valuation analyses that they may want to consider in our review of the outside appraisal(s).

Other Information Relating to Technical Approach

CBRE valuation team members have access to all of the latest technology and software. Our analysts/appraisers have and/or utilize CBRE proprietary report software, Argus Valuation DCF and/or AE, Argus Asset Management, Flood Insights, NDC Data, Real Facts, Costar, ESRI, Real Capital Analytics, Hoovers, Hanley Wood Market Intelligence, LoopNet, Real Quest, Real Data Apartment Insights, all major Multiple Listing Services and Marshall Valuation Service. Our appraisers also have access to robust in-house research and GIS departments

which provides our team members with the most current real estate information available. CBRE also uses the most current file sharing software. This allows us to receive and transmit large electronic files such as title work, CAD drawings, plats, images, as well as provide seamless and efficient electronic delivery of our appraisal reports to clients.

As part of CBRE, Inc., our firm has access to relevant transactions on a nationwide basis. While the most relevant data for any local assignment will be obtained from the local market, the ability to obtain accurate, verified data in other markets is a useful source of additional information to supplement local data.

Community Involvement

As real property appraisers, we work to maintain a solid and consistent flow of communication with the appropriate agency representatives who are involved in the project, and with the lead right of way agents who are working on the project. Our direct communication with property owners typically begins with a letter to the owner notifying them of our role as appraisers in the project and inviting them to meet us onsite for an inspection and an opportunity for them to discuss with us how the project might affect their property. We are always respectful of the owners, but we remain aware that our client is the City (agency). Therefore, we would not communicate our findings or opinions to the owners, or to anyone else without the City's specific permission.

In some projects we have been asked to participate in community meetings to explain the valuation process to a group of owners and other interested parties. If requested, we would be available to provide this service for the City.

Tailoring our Services to Meet the Needs of the City

Prior to bidding on an assignment, Beth Finestone (or other team leader) would discuss the individual project with the appropriate representative of the City to make sure we understand the needs of the City and the purpose of the appraisal. This will allow us to advise the City as to special considerations and or alternative valuation analyses that they may want to consider. For right-of-way (eminent domain) assignments the general impact the project may have on the individual property(ies) to be appraised is discussed with the project manager. If possible, this would include a preliminary review of project maps (right-of-way maps) and aerial photographs. This will enable Ms. Finestone and/or the team leaders to provide an appropriate fee quote to the City that can result in the greatest economies of scale. For example, if it can be ascertained that an individual property or properties can be valued as land only, as the required acquisitions are minor and no severance damages are anticipated, then a lower fee can be quoted versus automatically assuming a full before and after analysis, as improved, must be undertaken.

If a larger multi-property assignment is awarded, we would like to set a meeting with the project manager at the City to discuss the project and to glean any information available as to property owner concerns and project impacts. We have found that sitting with the client at the onset of a larger multi-property assignment and going over the individual properties and reviewing maps together can result in tremendous time savings down the road. In the case of an individual property award, this can often be handled over the phone.

Project Schedule for Appraisals

Our work will progress through the completion of the following steps and others that may be deemed relevant as we complete the assignments. Please note that this time frame can be compressed in order to meet the City's needs.

Week 1

1. Beth Finestone will notify the administrative support staff of all jobs awarded and assign them to key personnel.

2. Within 24 hours, each individual property will be assigned an assignment number and are input into TOPS2, our proprietary data management system utilized in part to coordinate large property assignments. It will also be added to our Excel Master Tracking Spreadsheet that was previously discussed.
3. Meet with client to review mapping, ownership records, aerial photos, and other project-specific documents.
4. Organize a series of work notebooks (one for each property being appraised) that will allow us to maintain a high level of organization throughout the project.
5. Prepare and send owner notification letters.

Weeks 2-3

6. Begin research for comparable sales and for relevant land use issues in appropriate jurisdictions.
7. Review subject title reports (if available).
8. Review the easement deeds for the subject properties.
9. Conduct onsite inspections of the subject properties and meet the property owners who have responded positively to our offers to do so.
10. Complete field inspection of comparable sale transactions.
11. Conduct confirmation interviews for the comparable sales.
12. Meet with representatives of relevant jurisdictions to review land planning maps and documents and to conduct appropriate interviews concerning zoning and general plans.
13. Prepare master report detailing appraisals for each geographic region.

Week 4

14. Senior appraisers meet with Beth Finestone, John Ellis, Adam Bogorad, or Rick Donahue to conclude preliminary values for a geographic region.
15. Complex valuation issues will be personally addressed by Beth Finestone, John Ellis, Adam Bogorad, or Rick Donahue.
16. Senior appraisers prepare valuation analysis within a framework that allows us to review values on a parcel-by-parcel basis, to assure the development of value opinions that are both well-supported and consistent across all parcels of the project.
17. For partial acquisitions, evaluate the impact of the acquisition and the project on the remainder, and complete the analysis of severance damages.

Weeks 5-6

18. Beth Finestone, John Ellis, Adam Bogorad, or Rick Donahue review all final valuations.
19. Senior appraisers finalize the appraisal reports, statements of valuation, and parcel diaries.
20. Organize the subject photos and comparable sale data sheets.
21. Upload all final documents to the designated, secure website or deliver electronic and hardcopies of reports as requested.

Post Delivery

22. We would anticipate receiving review comments (if any) from the City within a reasonable time frame upon delivery of the Appraisal Report. Upon receipt of any suggested revisions, we would deliver a revised Appraisal Report within three business days, or sooner if needed.

Project Schedule for Appraisal Reviews

A **sample work plan** for a typical multi-property right-of-way appraisal review assignment is summarized as follows. Upon receipt of notice to proceed, our work will progress through the completion of the following steps and others that may be deemed relevant as we complete the assignments. Please note that the time schedule below assumes multiple property appraisal reviews are awarded at a single time. This timeframe can be compressed for smaller assignments or to meet client needs.

Week 1

1. Assign the report to be reviewed to a researcher and senior appraiser.
2. Researcher will fact check all data in the report.
3. Senior appraiser will view subject and comparables, if a field review is requested.

Weeks 2-3

4. The senior review appraiser will thoroughly read the appraisal report for each subject property under review in its entirety, noting significant sections with an evaluative comment.
5. The review appraiser will make a determination of the appraisal's full compliance with USPAP and other applicable state and federal laws and regulations.
6. The review appraiser will evaluate the appraiser's support and reasonableness of the conclusion of highest and best use of the subject property(s) being appraised.
7. The review appraiser will evaluate the appraiser's support and reasonableness of the applications of the acceptable valuation approaches.
8. The review appraiser will evaluate the appraiser's support and reasonableness of the valuation conclusion(s).
9. The review appraiser will evaluate the adequacy completeness of the confirmation of the market data used for the purposes of estimating market value of the subject property(s).
10. Appraisal methodology will be checked for applicability to the property type.
11. Mathematical calculations will be checked for accuracy. The review appraiser may attempt to contact the original appraiser if there are questions to the inputs utilized in a discounted cash flow analysis.
12. If adjustments are made to market data, determination will be made as to their market-derived support or the reasonableness of the logical explanations for them.
13. The review appraiser will further make determinations of whether the real property appraiser's concluded value(s) is sufficiently credible.
14. Any questions or deficiencies will be addressed directly with the appraiser.
15. If a 2nd draft is submitted to correct deficiencies, it will be reviewed.
16. The appraisal review will be submitted to the City, along with the PDF of each appraisal report reviewed, after completion of the analysis. Our appraisal review will not include a re-appraisal of the property(s) without a change in the scope of services provided.
17. If we find that we are not able to recommend the appraisal for acceptance, we will notify you as soon as this determination is made so that you can decide how to proceed. This rarely happens but is a possibility.
18. We will be readily accessible to address any questions or concerns that arise from the City's review of our delivered work product. Attention to post-delivery inquiries will be a high priority item to be addressed immediately upon presentation.

Commitments of Key Personnel

Significant multiparcel assignments require a strong foundation which consists of a well-developed scope of work, work plan, and involvement of a sufficient number of qualified professionals to execute the assignment. Senior members of our firm remain available for client interaction and overall project planning as part of our regular job duties. Thus, we are able to proceed with the foundational aspects of major projects within 24 hours of being notified of a new project. The planning process usually takes a few days, which coincides with the completion of pre-existing commitments by other team members for the project. While staff appraisers usually have work in progress at any given time, they can be integrated into a new City project as their work on other assignments is completed. Based on our flow of work over the last two years, we expect to have full staffing available on all major projects within two weeks of award of contract. For assignments involving fewer than ten parcels, we would expect to have full staffing availability within one week of award of contract. In all assignments, we could send out owner notification letters and initiate our research for comparables within the first week of the assignment.

EXHIBIT "B"

SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT

[CONSULTANT]

[PROJECT]

The Project Narrative for _____ Services ("Assigned Project"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, and Consultant's proposal dated _____, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, shall constitute a supplement to the Master Professional Consultant Services Agreement for Real Property Services for Various City Projects by and between the City and Consultant dated _____ ("Agreement"). Consultant agrees to perform the services described in the Project Narrative within the time set forth in the Project Narrative for a fee in an amount not to exceed $_____. Performance of the services shall be subject to the terms and conditions contained in the Agreement.

Dated this _____ day of _____, 20__.

[SIGNATURES ON FOLLOWING PAGE.]

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

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
Chief Financial Officer

[CONSULTANT]

By: _____
Beth Finestone
[Printed Name]
Executive Vice President
[Title]

and

By: _____
Michael Rowland
[Printed Name]
Head of Risk
[Title]

EXHIBIT "A"

PROJECT NARRATIVE

EXHIBIT "B"

CONSULTANT'S PROPOSAL

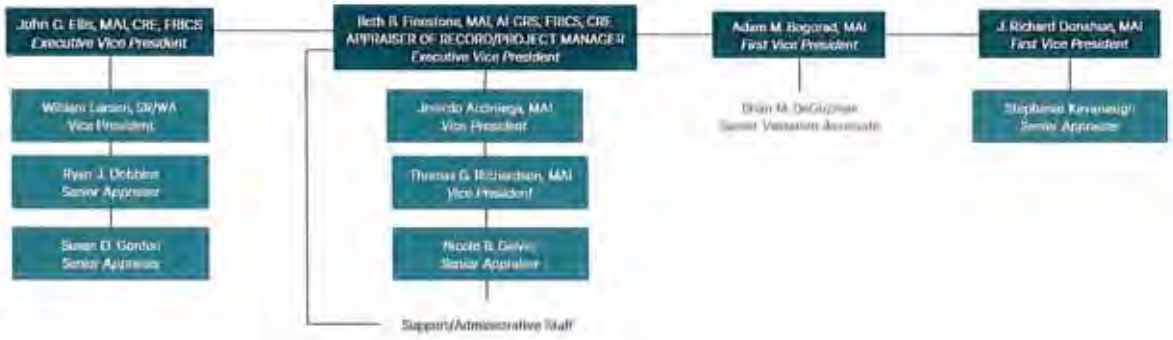
EXHIBIT "C"

KEY PERSONNEL

D. COMPANY PERSONNEL

Organization Chart

CBRE, Inc. is pleased to present our assembled team with a proven track record to perform appraisal services. The following organizational chart shows the members of our firm. The principal appraiser on any assignment completed on behalf of the City will be a MAI-designated appraiser at the level of First Vice President or higher. On large assignments, a Vice President or Senior Appraiser (an appraiser who is state certified, at a minimum) may work with the principal appraiser to allow for the efficient completion of the assignment. Our Senior Valuation Associate will provide research assistance to the Vice President or Senior Appraisers throughout the assignment. The services of our administrative staff members will be coordinated by our designated Project Manager, Beth Finestone, MAI, AI-GRS, FRICS, CRE.



Key Personnel Certifications, Licenses and Designations

Collectively, our VAS Southern California Right of Way team members have a particularly strong background in providing a variety of appraisal, appraisal review, and consulting services to a wide variety of public entities, including public agencies at the federal, state, and municipal levels. Many of these assignments have involved eminent domain, and all of our staff members have experience working on these eminent domain assignments. Non-eminent domain assignments for public agencies include (but are not limited to) the valuation of properties for ground rental rates, acquisition, disposition, license rates, and bond financing. We also review outside appraisals for our public agency clients and are often called upon to provide consulting services.

Our key staff members available for completion of appraisal services for the City include the following along with their contact information; we have also noted their years of relevant appraisal experience, including their certifications, licenses, and designations:

Name/Title	Phone Number	Email Address
Beth Finestone, MAI, AI-GRS, FRICS, CRE Project Manager Executive Vice President	(818) 290-5455	Beth.Finestone@cbre.com
John G. Ellis, MAI, CRE, FRICS Executive Vice President	(818) 290-5444	John.G.Ellis@cbre.com
Adam M. Bogorad, MAI First Vice President	(818) 290-5418	Adam.Bogorad@cbre.com
J. Richard Donahue, MAI First Vice President	(949) 939-6109	Rick.Donahue@cbre.com
William Larsen, SR/WA Vice President	(818) 290-5428	Bill.Larsen@cbre.com
Jerardo Arciniega, MAI Vice President	(818) 290-5416	Jerardo.Arciniega@cbre.com
Thomas G. Richardson, MAI Vice President	(818) 290-5408	Tom.Richardson1@cbre.com
Ryan J. Dobbins Senior Appraiser	(818) 290-5432	Ryan.Dobbins@cbre.com
Stephanie Kavanaugh Senior Appraiser	(949) 285-1948	Stephanie.Kavanaugh@cbre.com
Nicole B. Galvez Senior Appraiser	(818) 290-5433	Nicole.Galvez@cbre.com
Susan O. Gordon Senior Appraiser	(818) 290-5412	Susan.Gordon@cbre.com

Name/Title	Years of Appraisal Experience	Years of ROW Experience	Years of Conducting Appraisal Reviews
Beth Finestone, MAI, AI-GRS, FRICS, CRE Project Manager Executive Vice President	43	20	43
John G. Ellis, MAI, CRE, FRICS Executive Vice President	43	43	43
Adam M. Bogorad, MAI First Vice President	18	15	18
J. Richard Donahue, MAI First Vice President	43	43	43
William Larsen, SR/WA Vice President	37	27	27
Jerardo Arciniega, MAI Vice President	18	18	18
Thomas G. Richardson, MAI Vice President	11	10	10
Ryan J. Dobbins Senior Appraiser	20	20	20
Stephanie Kavanaugh Senior Appraiser	18	18	18
Nicole B. Galvez Senior Appraiser	10	10	10
Susan O. Gordon Senior Appraiser	17	12	17

Please note all key personnel are licensed as Certified General Real Estate Appraisers by the State of California, Bureau of Real Estate Appraisers (BREA). All senior professional staff members are current in their continuing education requirements in their status as Certified General Appraisers (CGA) in the State of California. Below is list of names of our firm's appraisers currently licensed by the BREA. Please note that six members of our

team, hold the MAI designation and two are members of the prestigious CRE organization and hold the Fellows of the Royal Institution of Chartered Surveyors (FRICS) designation from RICS.

Name/Title	CGA License No.	MAI No.
Beth Finestone, MAI, AI-GRS, FRICS, CRE Project Manager Executive Vice President	AG004030	7973
John G. Ellis, MAI, CRE, FRICS Executive Vice President	AG007279	7337
Adam M. Bogorad, MAI First Vice President	AG038741	479923
J. Richard Donahue, MAI First Vice President	AG008427	7470
William Larsen, SR/WA Vice President	AG014297	
Jerardo Arciniega, MAI Vice President	AG042445	480323
Thomas G. Richardson, MAI Vice President	3004940	589683
Ryan J. Dobbins Senior Appraiser	AG029385	
Stephanie Kavanaugh Senior Appraiser	AG030565	
Nicole B. Galvez Senior Appraiser	3005597	
Susan O. Gordon Senior Appraiser	AG040748	

Our authorized representatives of the firm who hold the legal authority to sign documents on behalf of CBRE currently hold the CRE certification and are Fellows of RICS:

Name/Title	CRE No.	FRICS No.
Beth Finestone, MAI, AI-GRS, FRICS, CRE Project Manager Executive Vice President	2706	1259538
John G. Ellis, MAI, CRE, FRICS Executive Vice President	2306	1250862

Beth B. Finestone, MAI, AI-GRS, FRICS, CRE, our designated project manager for all work with the City is the only CBRE staff member that holds the AI-GRS credential from the AI.

Name/Title	AI-GRS No.
Beth Finestone, MAI, AI-GRS, FRICS, CRE Project Manager Executive Vice President	7973

William Larsen, SR/WA, Vice President, is currently the only CBRE staff member who holds the SR/WA credential for the IRWA. However, John G. Ellis, Beth B. Finestone, Adam M. Bogorad, J. Richard Donahue, Jerardo Arciniega, and Nicole B. Galvez are members of the IRWA.

Name/Title	SR/WA No.
William Larsen, SR/WA Vice President	6205

Including in Appendix A are copies of licenses and certifications of our key personnel.

Key Personnel Qualifications

Beth B. Finestone, MAI, AI-GRS, FRICS, CRE, Executive Vice President, will be the primary project manager for any real estate appraisal assignments from the City for the duration of the agreement.

We have identified 11 appraisers as key personnel in this proposal. Ms. Finestone is the designated Project Manager for managing and coordinating any work for the City or to answer any questions the City may have.

Highlights of our key personnel qualifications are detailed below. The expanded professional qualifications, licenses and designations of all key personnel are included at Appendix A to this proposal.

Appraiser of Record/Project Manager

Beth Finestone, MAI, AI-GRS, FRICS, CRE, is an Executive Vice President of VAS in Southern California. She has over 40 years of appraisal experience and specializes in valuation and consulting services related to public agency clients. She also has significant experience with major, investment-grade commercial properties, e.g., office, industrial, retail, multifamily, land, and special purpose properties. Ms. Finestone has also been very active in the appraisal of land, both entitled and unentitled. She has been involved in the appraisal of open space land, land for mitigation purposes and valuing various types of land for conservation purposes. Ms. Finestone was the 2019 president for the Southern California Chapter of the Appraisal Institute (SCCAI), the largest AI chapter in the United States. Ms. Finestone's clients include public agencies, right of way firms, law firms, lenders, institutional investors, major corporations, and individual property owners. Her services include a wide range of specialized studies including ground lease rent studies, partial interest acquisitions, value diminution (from both internal and external influences), market demand, feasibility, severance damages and project benefits, investment analysis, assessment allocation, reuse analysis, and the valuation of partial interests including leasehold, leased fee, possessory interests, and minority interests.

Ms. Finestone is well known as an appraiser with expertise in the valuation of land, both entitled and unentitled. She has completed numerous benchmark studies and has been involved in the appraisal of a number of properties for the purpose of determining market rent for rental resets. Ms. Finestone has been involved in numerous appraisals of large tracts of land requiring a detailed highest and best use analysis and is very experienced in appraising land to be acquired for conservation or mitigation purposes.

Ms. Finestone has qualified as an expert witness in real estate matters and has testified before in the Superior Courts of Los Angeles and Orange Counties, Arbitration Hearings in Los Angeles County, and in Tax Appeal Boards in Los Angeles and San Diego Counties.

In addition, Ms. Finestone has been a featured speaker at various seminar presentations on behalf of the IRWA, RICS, SCCAI, and the AI.

John G. Ellis, MAI, CRE, FRICS, Executive Vice President of VAS in Southern California, was the 2018 recipient of the Lifetime Professional Service Award for the Southern California Chapter of the AI. He has held the positions of President, Vice President, Treasurer and Secretary; member of the Board of Directors for five years; and has served on various volunteer committees (at the local, regional, and national levels) for more than 20 years. He is a nationally approved instructor for the AI. Five times he has chaired the SCCAI's annual Litigation Seminar conducted for the benefit of Southern California's legal and appraisal communities. Mr. Ellis is also a member of the CRE and the IRWA and a Fellow of RICS. As Executive Vice President of the firm, he is involved in completing valuation and consulting assignments, overseeing the work and the mentoring of some of the junior staff members. He has significant experience in the coordination and management of complex multi-property assignments.

Mr. Ellis is qualified as an expert witness in Superior and Federal courts throughout California on real estate valuation issues. On several occasions, Mr. Ellis has been selected by the Los Angeles County Superior Court to act as a court-appointed, independent expert to assist the resolution of pending valuation issues and has

served as an experienced arbitrator. Mr. Ellis has been retained as an expert witness by the Legal Division of Caltrans for matters involving eminent domain in the widening of Interstate 5, Interstate 10, and Interstate 405 within the County of Los Angeles.

Examples of expert testimony provided by Mr. Ellis include the valuation of a major industrial property in La Mirada as part of a jury trial in an eminent domain matter, the resetting of ground rent beneath a major mixed-use commercial project in the Golden Triangle of Beverly Hills and testimony concerning the resetting of ground rent beneath a major financial institution on Ventura Boulevard in Studio City. Mr. Ellis has provided expert testimony in court of public hearings on more than 50 occasions and has been deposed more than 150 times. In addition, he has participated in several arbitrations involving the determination of market value and rental value; these prior arbitrations have been both as a party-retained arbitrator and as a neutral third-party arbitrator.

Adam Bogorad, MAI, serves as a First Vice President of VAS in Southern California and has been involved in commercial real estate valuations since 2005. His past work includes the completion of appraisals for a wide variety of property types, including major commercial, industrial, office, multi-residential projects, and special-use properties. He has worked on many high-profile right of way projects, including the California High Speed Rail project, the Los Angeles Metro Expo and Purple Line expansions, and the Redondo Beach King Harbor revitalization, among many others. His work also encompasses litigation support related to value diminution, loss of use, eminent domain, and other issues related to real property. Prior experience in the financial services industry offers Mr. Bogorad an insight into economic factors that impact the real estate markets. Mr. Bogorad has qualified as an expert witness in the Superior Court of California and has testified during trial.

In 2012 Mr. Bogorad was one of five employees among over 900 to receive the Integra Excellence Award. In 2015 Mr. Bogorad was invited to be a guest presenter at the IRWA Annual Education Conference in San Diego to showcase complex case studies related to previously completed work on the California High Speed Rail project. In 2017 Mr. Bogorad was nominated as a member of the Education Subcommittee for the SCCAI after having served for two years as a Regional Representative. In 2019 Mr. Bogorad became committee chair and a voting board member for the Chapter. In 2021, Mr. Bogorad was elected as the Secretary of the SCCAI Executive Board and is the 2024 SCCAI Chapter President.

J. Richard Donahue, MAI, serves as a First Vice President of VAS in Southern California and has been involved in commercial real estate valuations since 1977. He specializes in valuation and consulting services related to public agency and right of way clients and for major, investment grade commercial properties and special purposes properties. Mr. Donahue is experienced in valuing partial and full acquisitions related to eminent domain actions. These services include fee, easement and temporary easement valuations. Mr. Donahue has specialty experience in the appraisal of conservation easements, air right valuations, sub-surface easements, utility easements and transmission line easements. He also has expertise in valuing an extensive variety of investment grade real estate and special purpose properties for lending, investment consulting and other purposes.

Mr. Donahue's services include a wide range of specialized studies including tax appeals, market demand, feasibility, investment analysis, assessment allocation, reuse analysis, and the valuation of partial interests including leasehold, leased fee and minority interests. He also acts as a review appraiser for multiple public agencies. Mr. Donahue has been a featured speaker at AI functions, a USPAP Instructor, and previously served on the organization's national Board of Directors as Regional Chair, Member of the Executive Committee and Chair of the National Audit Committee. He is a recipient of the Bert L. Thornton Professional Service Award of the SCCAI, awarded in recognition of many years of unselfish dedication to the AI and its Professional Goals and for the exemplary conduct displayed during their professional career.

William Larsen, SR/WA, Vice President of VAS in Southern California, has specialized in appraisals for eminent domain and litigation since 1995, managing right of way assignments for freeway widening, grade separation, utility system upgrades and transit station development in many California counties. Partial acquisitions valued have included permanent and temporary surface, subsurface and aerial easements. He has appraised all major property types and has completed appraisals in 16 states. Mr. Larsen is a former President of the Los Angeles Chapter of IRWA, has chaired or co-chaired IRWA's Annual Valuation Seminar each year since 2008, and will

chair the seminar in 2020. Prior to CBRE, Mr. Larsen was a Portfolio Manager with an institutional investor and a bank Vice President, specializing in commercial construction lending. He completed an MBA in Finance from UCLA and is Yellow Book certified.

Jerardo Arciniega, MAI, serves as Vice President of VAS in Southern California and has been involved in commercial real estate valuations since 2005. He is responsible for real estate analysis, data collection and studies including interviewing buyers, sellers, brokers and tenants with regard to the details of transactions and market conditions, as well as report writing for narrative appraisal assignments concerning all major real estate categories. Property types which he has appraised include retail, office, and industrial buildings, apartments, single-family residences, mobile home parks, gas stations, nurseries, renewable energy sites, self-storage facilities, and special purpose properties. He has worked on many high-profile right of way projects, including the Los Angeles Metro Purple Line expansion, the State Route-91 Corridor Improvement Project, among many others. His work also encompasses litigation support related to potential value diminution, eminent domain, and other issues.

He has successfully appraised properties for various client groups such as public agencies (Los Angeles Department of Water and Power (LADWP), Metropolitan Water District of Southern California (MWD), Los Angeles County Metropolitan Transportation Authority (LACMTA), cities of Riverside, Culver City, and South Gate), financial institutions, law firms, and individual property owners. In addition, he has represented property owners in assessment appeal cases.

Thomas Richardson, MAI, serves as Vice President of VAS in Southern California and has been involved in commercial real estate valuations since 2012. His experience includes consulting and appraisals for improved properties such as single- and multifamily residences, restaurants, shopping centers, office buildings, warehouses, retail and industrial condominiums, mixed-use commercial and residential buildings, religious facilities, and special purpose properties. Additionally, he has valued various categories of land including agricultural, residential, commercial, open space/recreational, saltwater marshland, solar farm, and mitigation land. His work has been utilized by various public agencies, law firms, financial institutions, and property owners for right-of-way, disposition, bond financing, lease negotiations, and in-lieu fees.

His recent appraisal work for right-of-way-related purposes includes assignments for the San Juan Creek Bridge Replacement Project, Los Nietos Safe Routes to School Project, Playa Del Rey Wastewater Line Project, I-405 Improvement Project, Culver University Improvement Project, Regional Connector Transit Project, Century Boulevard Mobility Improvement Project, Riverside Transmission Reliability Project, Centennial Corridor Project, and California High Speed Rail Authority.

Ryan J. Dobbins, Senior Appraiser of VAS in Southern California, is an associate member of the Appraisal Institute and has been appraising properties in California since 2002. He has worked on several projects for various public agencies that involve eminent domain. Most recently, clients have included: Los Angeles World Airports (LAWA), Kern County, U.S. General Services Administration, San Diego County Association of Governments, LACMTA, and the City of Los Angeles.

Stephanie Kavanaugh, Senior Appraiser of VAS in Southern California, has over 17 years of commercial real estate valuation experience throughout California. Appraisal work completed includes residential, commercial, industrial, open space land, vacant land and other income producing properties for institutional and acquisition purposes, partial acquisition valuation, including determination of severance damages and/or benefits for public projects. Major projects appraised include freeway and street widening, gas pipeline, grade separations, transmission line easements and electrical substations. Special purpose properties appraised include landfills, museums, water tank sites, libraries, fire stations, and correctional institutions.

Nicole Galvez serves as a Senior Appraiser of VAS in Southern California and has been involved in commercial real estate valuations since 2014. Services rendered involve appraisal report preparation for vacant land, residential, commercial, industrial, and other income producing properties for institutional and acquisition purposes, partial acquisition valuation, including determination of severance damages and/or benefits for public projects, and preparation of cost studies for budget purposes involving public projects. Other assignments

include appraisals for inverse condemnation. Types of projects appraised include street widening, freeway, pipeline, and flood control.

Susan O. Gordon, Senior Appraiser of VAS in Southern California, expertise and experience in valuing diverse property types includes vacant land and residential, industrial, commercial, and special purpose properties. Her primary emphasis focuses on eminent domain, diminution in value, litigation support, and residential estates. Ms. Gordon has successfully appraised properties for various client groups such as public agencies (cities of Glendale, Bell, Palmdale, Pasadena, Culver City, Riverside, City and County of Los Angeles, LACMTA, Southern California Edison Company (SCE), LADWP, MWD, financial institutions, law firms and accountancy firms, corporations, and individual property owners.

Support/Administrative Staff

The support/administrative staff will be responsible for coordinating initial subject data into physical and electronic files, provide contract support and process invoices.

MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT

CURTIS-ROSENTHAL, INC.

CONSULTANT PANELS FOR REAL PROPERTY SERVICES FOR VARIOUS CITY PROJECTS (RFP No. 2291)

Appraisal Services

THIS MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and CURTIS-ROSENTHAL, INC., a California corporation ("Consultant").

RECITALS

A. The City requires the services of a consultant that is experienced in providing Appraisal Services.

B. The City issued a Request for Proposals for purposes of establishing a panel of consultants experienced in providing consulting services in each of the following six categories: (1) Appraisal Services; (2) Acquisition Services; (3) Relocation Services; (4) Property Management Services – Interim and Full Scope; (5) Environmental Site Assessments – Phase 1, Phase 2, Asbestos, and Lead-Based Paint Surveys; and (6) Security Guard Services.

C. Consultant has the necessary experience in providing Appraisal Services.

D. Consultant has submitted a proposal to the City and has affirmed its willingness and ability to provide such services in said category.

E. The City may retain Consultant for various projects pursuant to this Agreement.

F. The total Contract Price, as defined herein, for all work assigned to Consultant shall be aggregated.

AGREEMENT

1. **Scope of Services.**

1.1 The City hereby retains Consultant to perform, and Consultant agrees to render, professional services for various City projects ("Assigned Project") as those services are more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference.

1.2 During the term of this Agreement, as the need arises, Consultant shall have the opportunity to submit proposals for Assigned Projects. The scope of work, including the completion date for the Assigned Project, will be as set forth in writing and issued by the City ("Project Narrative"). Any modification to the Services will also be set forth in the Project Narrative. All proposals submitted shall be reviewed by the Contract Administrator, as that term is defined below, and a single consultant will be selected to perform the services for that particular Assigned Project. Acceptance of Consultant's proposal shall be made in the form of a Supplemental Agreement for the Assigned Project, a sample of which is attached hereto as Exhibit "B" and incorporated herein by reference, or by Consultant's acceptance of the terms and conditions of the City's Purchase Order.

2. **Term**. This Agreement shall begin on the Effective Date and shall expire five (5) years thereafter ("Expiration Date") or the required date for completion of an Assigned Project, provided a project was assigned prior to the Expiration Date. If the maximum cumulative payment obligation is not reached, the City may, at its option, extend the term for one (1) additional three (3) year terms, not to exceed eight (8) years based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement. Pricing is to remain firm for the entire contract term, including any future extensions.

3. **Compensation/Payment.**

3.1 **Contract Price**. The total amount to be paid to Consultant for all Assigned Projects pursuant to this Agreement shall not exceed an aggregate of Two Hundred Fifty Thousand Dollars ($250,000.00) over the term of this Agreement.

3.2 Consultant shall receive compensation for all Services rendered under this Agreement as set forth in Exhibit "A" and set forth in the Supplemental Agreement or Purchase Order issued by the City. There will be no reimbursement for out-of-pocket expenses including but not limited to travel and lodging, local travel/mileage, photocopying, first class U.S. postage, telephone, facsimile, and mobile/telephone communication charges. With prior written approval, City may choose to approve reimbursement for overnight courier charges, certified return/receipt mail charges, and specialty reproduction charges at cost plus ten percent (10%) for administrative, coordination and handling time.

3.3 Payments shall be made in accordance with the City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed.

The invoices shall be delivered to the City at the address set forth in Section 4 hereof. For each Assigned Project, Consultant agrees that each assignment will be on a fixed fee basis, as mutually agreed to in writing by both City and Consultant prior to engagement of any assignment.

3.4 In the event Consultant fails, due to its own negligence, to submit any required report to City by the due date set forth in the Project Narrative, the fee to be received by Consultant may be reduced by ten percent (10%) each three (3) business day period that the report is late.

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	To Consultant
Community & Economic Development/RPS City of Riverside Attn: Department Director 3900 Main Street Riverside, CA 92522	Curtis-Rosenthal, Inc. Attn: David Rosenthal 8300 Utica Avenue, Suite 173 Rancho Cucamonga, CA 91730

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 Department Director to administer this Agreement on behalf of the 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 designate a representative for each Assigned Project ("Project Representative"). Consultant's Project Representative shall be available to the City at all reasonable times and will be the primary individual performing the Services under the Assigned Project. 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 reference and assigned to perform portions of the Services shall remain assigned through completion of the Services. Any substitution of personnel or the Project Representative shall be subject to the City's written approval. In the event that the City and Consultant cannot agree as to the substitution of the Project Representative or other key personnel, the City shall be entitled to terminate this Agreement.

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 Department Director and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the City's 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 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. 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 the City. Consultant will reimburse Client 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 Contract, 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 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 the 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 the 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 the City's execution of this Agreement, Consultant shall file with the 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 the City. Any certificate filed with the City shall provide that the 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 the 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 the 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 the City and shall include the City and their 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 their 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.

12.4 **Errors and Omissions Insurance.** Prior to the 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 the City's request, Consultant shall provide the 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.** The City reserves the right to employ other Consultants in connection with the Assigned 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 the 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 the 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 the City's name or insignia, photographs of the Assigned Project, or any publicity pertaining to the Services or the Assigned Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City. This provision shall survive the expiration or terminating of this Agreement.

18. **Ownership of Documents**. All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of the City upon the City's compensation to Consultant for its services as herein provided. Consultant shall not release to others information furnished by the City without prior express written approval of the City. This provision shall survive the expiration or terminating of this Agreement.

19. **Copyrights.** Consultant agrees that any work prepared for the 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 the City, and agrees to provide all assistance reasonably requested by the City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at the City's expense, but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. This provision shall survive the expiration or terminating of this Agreement.

20. **Conflict of Interest**. Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Assigned 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, the 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.

23. **Waiver**. No action or failure to act by the City shall constitute a waiver of any right or duty afforded the 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 the City.

25. **Termination**. The 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, the City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to the City.

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

25.2 The 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 The City decides to abandon or postpone an Assigned 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, the City reserve the right to withhold and offset said amounts from payments or refunds or reimbursements owed by the City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by the City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, the 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 the 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 in the Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

29. **Nondiscrimination** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or 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**. The 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. **Digital and Counterpart Signatures**. Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

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

Exhibit "A" - Scope of Services
Exhibit "B" - Supplemental Agreement
Exhibit "C" - Key Personnel

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the 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

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
Chief Financial Officer

CURTIS-ROSENTHAL, INC.,
a California corporation

By: _____
David Rosenthal
[Printed Name]
President
[Title]

and

By: _____
David Rosenthal
[Printed Name]
Secretary
[Title]

EXHIBIT "A"

SCOPE OF SERVICES

Statement of Understanding and Approach

We have reviewed the RFP and the Sample Contract and find no exceptions or deviations that would affect our performance.

Members of Curtis-Rosenthal, Inc. approach each work assignment according to the spirit and substance of our company Mission Statement:

Our mission is to provide:

- ***high quality real estate appraisal and consulting services,***
- ***prepared with integrity, and***
- ***delivered on a timely basis,***
- ***with outstanding customer care.***

To that end, we utilize all of the resources of our firm in order to meet the demands of our clients. Specifically, members of the firm typically work in teams on appraisal assignments, to expedite the processes of research, analysis and report writing. Progress meetings are held on a regular basis, in order to keep members of the team on track and fully informed about all aspects of the project. The status of each assignment in the firm is also addressed at regular, weekly staff meetings. Any changes to the assignment or problematic areas of concern are discussed and immediately relayed to the client, so that the client may stay fully informed about the engagement, throughout the course of the appraisal assignment. Often, preliminary conclusions are reported to the client, to elicit feedback regarding the data and assumptions used. To that end, we utilize all the resources of our firm in order to meet the demands of our clients.

Curtis-Rosenthal have over **80 years of combined commercial appraisal experience**, with specific expertise in the appraisal of: Retail, Office, Industrial, Apartment, Condominium, Vacant Land, Hospitality, Aviation-Related Properties, and Special Purpose Properties, as well as Rights of Way, Easements, Conservation Easements, Temporary Construction Easements and Part Takes. Senior professionals at Curtis-Rosenthal, Inc. are frequently called on as qualified expert witnesses in Federal, Municipal and Civil court systems, and have testified many times in depositions as well as bench and jury trials.

Curtis-Rosenthal's Real Property appraisal specialties include valuation of whole properties, part-takes, temporary construction easements and analysis of special benefits (if any) to support acquisition projects. Our approach to the appraisal process is thorough, collaborative, and professional. Our appraisers recognize the importance of a detailed approach to any assignment and are cognizant of our role representing our clients. Our professionals have extensive experience interviewing property owners and make efforts to address their concerns and needs in these meetings.

Curtis-Rosenthal actively communicates project status with clients via email, conference calls, or any other means preferred by the client. To the extent any data or information necessary for an appraisal is not forthcoming, we will notify the Client officials in a timely manner such that steps can be taken to obtain the necessary data.

The appraisals we provide can be used for settlement negotiations and are appropriate for legal exchange. Curtis-Rosenthal can assist the Client throughout the litigation process. Curtis-Rosenthal's Principal and Directors have extensive testimony experience in eminent domain cases. Our litigation support services include assisting attorneys in discovery, reviewing and analyzing opposing expert appraisal reports in preparation for deposition and cross-examination, and assisting in preparation of direct testimony, including development of visual aids and rebuttal testimony, if necessary.

Company Information

Curtis-Rosenthal, Inc. is a full-service real estate appraisal and consulting firm doing business throughout California since its founding in 1983 by David Rosenthal, MAI, FRICS. After a successful career in Corporate Banking with Security Pacific Bank, Mr. Rosenthal and his partner formed Curtis-Rosenthal, Inc. to provide commercial real estate appraisals, appraisal reviews and appraisal consulting services for public agencies and financial institutions throughout California.

The firm was founded in 1983, incorporated in 2004 and operates out of two offices:

- Headquarters - 5901 West Century Boulevard, Suite 1230, Los Angeles, CA 90045
- Inland Empire - 8300 Utica Avenue, Suite 173, Rancho Cucamonga, CA 91700

Since its founding, the firm has provided valuation services in rising markets such as: the S&L boom of the late 1980's, the Tech boom of the late 1990's and the capital markets boom of 2004 through 2008, as well as during periods of economic decline such as: the S&L crisis of the early 1990's, the Tech crash of the early 2000's and the Great Recession of 2008.

Our senior appraisers have California Certified General appraisal licenses, professional designations (MAI and MRICS) and an average of 40+ years of appraisal experience. Collectively, our appraisal professionals have over 250 years of appraisal experience, with substantial specialized valuation expertise for: Eminent Domain, Right of Way, Easements, Temporary Construction Easements, Part Takes, and Appraisal Reviews.

Our team has broad expertise in valuing many property types including Vacant Land (unentitled and entitled), Retail, Office, Industrial, Apartment, Hospitality, Self-Storage, Mixed-Use, Parking Structures, Airplane Hangars, FBO Facilities, Special Purpose Properties, Billboards, Ground Leased Properties (Leasehold and Leased Fee), et.al.

Our appraisers are frequently qualified as expert witnesses in Federal, Municipal and Civil court systems, and have testified many times in depositions, bench trials and jury trials.

The firm has been financially stable throughout its history, maintaining positive relationships with our bank and our trade creditors.

Curtis-Rosenthal, Inc. is designated as a **Small Business Enterprise (SBE)** by the State of California, **Certification ID 2002751**.

The firm consists of 18 employees:

- David Rosenthal, MAI, FRICS, President & CEO
- Joe Villegas, MAI, Director
- 10 senior appraisers, 4 with MAI and 3 with MRICS designations
- 1 analyst
- 1 evaluator
- 4 administrative staff

All our appraisers have Certified General appraisal licenses from the California Bureau of Real Estate Appraisers. Four of our appraisers are MAI Members of the Appraisal Institute, one is accredited by the American Society of Appraisers and four have Royal Institution of Chartered Surveyors designations.
All appraisal assignments are conducted according to the Uniform Standards of Professional Appraisal Practice and the Standards of Professional Practice of the Appraisal Institute and the Royal Institution of Chartered Surveyors.

EXHIBIT "B"

SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT

[CONSULTANT]

[PROJECT]

The Project Narrative for _____ Services ("Assigned Project"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, and Consultant's proposal dated _____, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, shall constitute a supplement to the Master Professional Consultant Services Agreement for Real Property Services for Various City Projects by and between the City and Consultant dated _____ ("Agreement"). Consultant agrees to perform the services described in the Project Narrative within the time set forth in the Project Narrative for a fee in an amount not to exceed $_____. Performance of the services shall be subject to the terms and conditions contained in the Agreement.

Dated this _____ day of _____, 20__.

[SIGNATURES ON FOLLOWING PAGE.]

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

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
Chief Financial Officer

[CONSULTANT]

By: D Rosenthal

David Rosenthal
[Printed Name]

President
[Title]

and

By: D Rosenthal

David Rosenthal
[Printed Name]

Secretary
[Title]

EXHIBIT "A"

PROJECT NARRATIVE

EXHIBIT "B"

CONSULTANT'S PROPOSAL

EXHIBIT "C"

KEY PERSONNEL

Company Personnel

The managing principal representative for Curtis-Rosenthal, Inc. is David Rosenthal, MAI, FRICS, President and CEO. Joe Villegas MAI will be principally responsible for working with this city.

David Rosenthal, MAI, FRICS, will be Project Manager for these assignments, in charge of reviewing and overseeing the appraisal process. He has over 40 years of appraisal experience. Mr. Rosenthal functioned as Project Manager for Los Angeles World Airports in the acquisition of over four hundred multi-family units located in the Manchester Square project area. Past significant assignments include appraisal work for the Compton Unified School District in the appraisal of their Administration Building located along Alameda Blvd in the City of Compton. The work was completed for The Law firm of Orbach and Huff. Mr. Rosenthal has also provided appraisal and litigation support for City of Santa Monica, City of Inglewood, City of Carson, Inglewood Unified School District, Los Angeles Unified School District, The City of Los Angeles, GSA, and The City of Los Angeles Housing Department. Mr. Rosenthal has served as an Expert Witness for Eminent Domain Cases, including the City of Inglewood, for the Full Taking of a 47 Unit Apartment Building located on 102nd Street in the City of Inglewood (Century II Project Area). This was a published opinion that was decided fully in favor of Mr. Rosenthal's appraisal conclusion.

Joe Villegas, MAI will be a Senior Appraiser on these assignments. He is a director of the firm and Regional Manager of our Inland Empire office. He has over 40 years of experience in commercial appraisal for public and private sectors, is a licensed appraiser in California, and is a Member and Past President of International Right of Way Association Chapter 57.

A significant assignment recently completed by Mr. Villegas was the appraisal of the El Paso Del Robles Youth Correctional Facility located at 4545 Airport Road Paso Robles, CA for the Department of General Services: Acquisition Appraisals for the Compton Unified School District, Santa Ana Unified School District, and Santa Monica Unified School District. Joe recently completed a desk review for the City of Los Angeles Department of General Services for a Parcel of Residential Land located in the Santa Monica Mountains; and Mr. Villegas is currently working on an assignment which involves 6 separate Part Takes of Freeway Land located along Interstate 5 in Castaic CA for the Los Angeles Metro Transportation Authority.

Joe completed a Large Project for Michael Daniels with the Los Angeles Metro which includes operational and capacity enhancements along the Interstate 5 (1-5) freeway in the northern part of Los Angeles County from the State Route 14 (SR-14) interchange in Santa Clarita to just south of Parker Road in Castaic. The improvements include the addition of high occupancy vehicle (HOV)/carpool lanes along the median, additional or maintenance of truck lanes, and auxiliary lanes (additional outside lanes extending between an on-ramp and a subsequent off-ramp). These improvements will enhance capacity, operations, and safety by removing trucks from the mixed-flow lanes, enhancing merge-weave areas, and adding a lane dedicated to HOVs.

Mr. Villegas prepared an appraisal of the EDD Office Building located at 1405 S. Broadway Street/1400 S. Hill Street, Los Angeles, CA 90015 for the State of California Department of General Services. The purpose of the appraisal was used by the client in the potential purchase of the subject property.

Mr. Villegas had prepared Land Appraisals for Margaret Monson with the City of Yucaipa 12167 5th Street, Yucaipa CA APN 0319-013-12 and 12456 5th Street, Yucaipa CA APN 0318-143-10

Joe prepared an appraisal for the City of Rialto for a Right of Way Easement Acquisition.

Joe also prepared an appraisal of a Commercial Site located on the Southwest Corner of Morgan Street and Webster Avenue Perris, CA on behalf of the Val Verde Unified School District for Acquisition Purposes.

In 2018 Joe completed an assignment with the City of Riverside for the acquisition of two easements for pedestrian gates at the BNSF railroad crossing right of way easterly and westerly of Tyler Street, APNs 138-150-011 and 234-160-016. Mr. Villegas has also recently completed appraisals of various land parcels located in Riverside for Teresa Maryanski and Lisa Andresen City of Riverside, Community & Economic Development. Since 2018, Joe has completed a number of land appraisals for the City of Riverside from 2018 to present.

Mr. Villegas recently completed an assignment which involved a Fair Market Rental Analysis (Ground Lease Rate) for 11.75 Acres of Land located in La Verne CA on behalf of the Los Angeles County Fair Association (Fairplex)

In April 2023 Joe completed an appraisal of the Grand Terrace Well Sites located on Van Buren Street, Grand Terrace, CA for Ron Duran City of Riverside Community & Economic Development Department.

Vacant Land Appraisals 2020 to the present. Joe has appraised a number of vacant land sites in the Cities of Palm Springs, Mecca, Hesperia, Riverside, and Los Angeles. All these assignments were for City Agencies for disposition or acquisition assignments.

Please refer to the Addendum for resumes and state licenses for David M Rosenthal MAI and Joe Villegas MAI.

Professional Qualifications of **DAVID M. ROSENTHAL, MAI, FRICS**

PROFESSIONAL DESIGNATIONS

Appraisal Institute

MAI Member, Appraisal Institute (MAI #8024)

Member of the Regional Ethics & Counseling Panel, 1994-1997, 2000-2003

Royal Institution of Chartered Surveyors

Fellow of the Royal Institution of Chartered Surveyors, (FRICS #1291058)

State of California, Office of Real Estate Appraisers

Certified General Real Estate Appraiser (#AG001641)

EDUCATION

Master of Management Degree (MBA), 1980

J.L. Kellogg Graduate School of Management, Northwestern University,

Evanston, Illinois - Concentrations in Finance and Accounting

Bachelor of Science Degree, 1978

University of Florida, Gainesville, Florida

Major in Business Administration - concentration in Finance

EXPERIENCE

CURTIS - ROSENTHAL, Inc., 1983 to present – President & CEO

Founding principal of regional commercial real estate appraisal and consulting firm. Perform field appraisals and review appraisals for: Commercial Mortgage Lenders (CMBS, Life Insurance Companies, Banks, Pension Funds), Public Agencies (City Governments, Redevelopment Agencies, Transit Agencies), Law Firms (Real Estate Litigation, Estate Planning, Lease Negotiation), Corporations (Valuation for Financial Reporting), and Accounting Firms. Properties appraised include: retail, office, industrial, apartments, condominiums, mixed-use, special purpose, and vacant land. Areas of experience include southern and northern California, Arizona and Nevada.

Security Pacific National Bank, 1981-1982 - Corporate Loan Officer

Responsible for portfolio of loans consisting primarily of real estate companies. Projects financed included construction and renovation of income properties and development of new residential tracts.

EXPERT WITNESS

Accepted as an expert witness in the following courts:

Federal Bankruptcy Court - California Central District

Superior Court - Los Angeles County, and Orange County

Municipal Court - Orange County

INSTRUCTOR

University of California at Los Angeles, 1988

UCLA Extension, Financial Institutions Management Program - Guest Lecturer

Professional Qualifications of DAVID M. ROSENTHAL, MAI, FRICS (Cont'd)

PROFESSIONAL AFFILIATIONS

California Bankers Association

California Mortgage Bankers Association (CMBA), Affiliate Member

Organizing Committee for Commercial Real Estate Finance Conference, 2003 – 2009

Organizing Committee for Deal Makers Forum, 2003, 2005, 2007

Entrepreneurs Organization (EO, formerly YEO/WEO)

Los Angeles Mortgage Association (LAMA), Co-Founder, Co-Chair 2000 – present

Southern California Real Estate Alliance (SCREA), Co-Chair 1995-1996, 2003

International Council of Shopping Centers (ICSC)

Western Real Estate Business Magazine, Editorial Advisory Board

Western Independent Bankers

SPEAKING ENGAGEMENTS

Appraisal Institute

Western Regional Conference, Seminar Moderator 1996-1999

SF Bay Area Fall Conference, Seminar Moderator 1998

LA Westside Group, Speaker April 2004

California Bankers Association

Chief Credit Officers Symposium, Speaker 2008

Annual Conference, Speaker 2009

California Mortgage Bankers Association

Commercial Real Estate Finance Conference, Seminar Moderator 2003-2009

Deal Makers Conference, Seminar Moderator 2003, 2007; Seminar Panelist 2005

California CPA Education Foundation

Seminar Speaker 1998

Crittenden National Conference

Seminar Panelist 2009

Institute of Management Accountants

Seminar Speaker 1997

International Right of Way Association, IRWA/AI Joint Conference

Seminar Moderator 2002

National Council of Real Estate Investment Fiduciaries (NCREIF), National Conference

Seminar Moderator 2005

PUBLICATIONS

California Real Estate Journal

"Telling the Story – A Solutions Approach to Appraisal", September 2003

Real Estate News Television (RENTV.com)

"Economic Update", Regular Column 2002 to present

Real Estate Southern California

"When Will Things Get Better?", September 2008

"What Happened to CMBS?", September 2007

"The ABC's of CDO's", September 2006

"The CMBS Market Comes of Age", March 2006

"Real Estate Cycles – A Long Term Perspective", September 2005

"Invest in Your Relationships", September 2004

Western Real Estate Business

"Orange County Industrial Market Update, Q1 2006", April 2006

Business, Consumer Services & Housing Agency

BUREAU OF REAL ESTATE APPRAISERS

REAL ESTATE APPRAISER LICENSE

David M. Rosenthal

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

"Certified General Real Estate Appraiser"

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: AG 001641

Effective Date: November 17, 2022
Date Expires: November 16, 2024

Loretta Dillon

Loretta Dillon, Deputy Bureau Chief, BREA

3066928

COPY

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO SEE "CHAIN LINK"

APPRAISAL INSTITUTE

MEMBERSHIP CERTIFICATE

This Certifies That

David M. Rosenthal

was admitted to membership in the American Institute of Real Estate Appraisers as an MAI Member (8024) on the 15th day of December, 1988 and by virtue of the unification of the American Institute of Real Estate Appraisers and the Society of Real Estate Appraisers has become an

MAI Member

in the Appraisal Institute and is entitled to all the rights and privileges of membership subject only to the limiting conditions set forth from time to time in the Bylaws and Regulations of the Appraisal Institute.

In Witness Whereof, the Board of Directors of the Appraisal Institute has authorized this certificate to be signed in its behalf by the President.

PRESIDENT

Professional Qualifications of **JOE VILLEGAS, MAI**

EDUCATION

Bachelor of Arts Degree, 1974

California State University, Fullerton, Fullerton, California

Major in Art and History

PROFESSIONAL DESIGNATIONS

Appraisal Institute No. 9196

MAI Member

State of California, Bureau of Real Estate Appraisers

Certified General Real Estate Appraiser (#AG004648)

State of California, Real Estate Broker

(License # 00380118)

International Right of Way Association

Member and Past President of Inland Empire Chapter 57

EXPERIENCE

CURTIS - ROSENTHAL, Inc., 2016 to date – Regional Manager Inland Empire

Perform field appraisals, and review appraisals for public and private sector clients. Properties appraised include: residential, apartments, commercial, industrial, special purpose, vacant land and part takes.

Villegas Appraisal Co., -1987-2015 Real Estate Appraiser

Responsible for the appraisal of retail shopping centers, office buildings, restaurants, motels, apartment complexes, cold storage facilities, mixed use commercial projects and residential subdivisions. Completed hundreds of appraisal assignments for public and private sector clients throughout Southern California. Experience includes providing reviews of commercial and residential appraisal reports for the banking industry. Extensive experience providing expert witness services including deposition and trial testimony.

EXPERT WITNESS

Accepted as an expert witness in Los Angeles County Superior Court and Orange County.

PROJECT EXPERIENCE

* California High-Speed Rail Authority, First Construction Section, Fresno County, CA
* De Anza Boulevard Realignment Project, City of Calexico, CA
* Caltrans, Region 7, 710 Freeway Corridor Project, Cities of South Pasadena, Pasadena and Los Angeles, CA
* Southern California Gas Company Pipe Line Upgrade Project, San Luis Obispo County and City of Pismo Beach, CA
* Southern California Gas Company Pipe Line Upgrade Project, Kings County, CA

Business, Consumer Services & Housing Agency

BUREAU OF REAL ESTATE APPRAISERS

REAL ESTATE APPRAISER LICENSE

Joe J. Villegas

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

"Certified General Real Estate Appraiser"

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

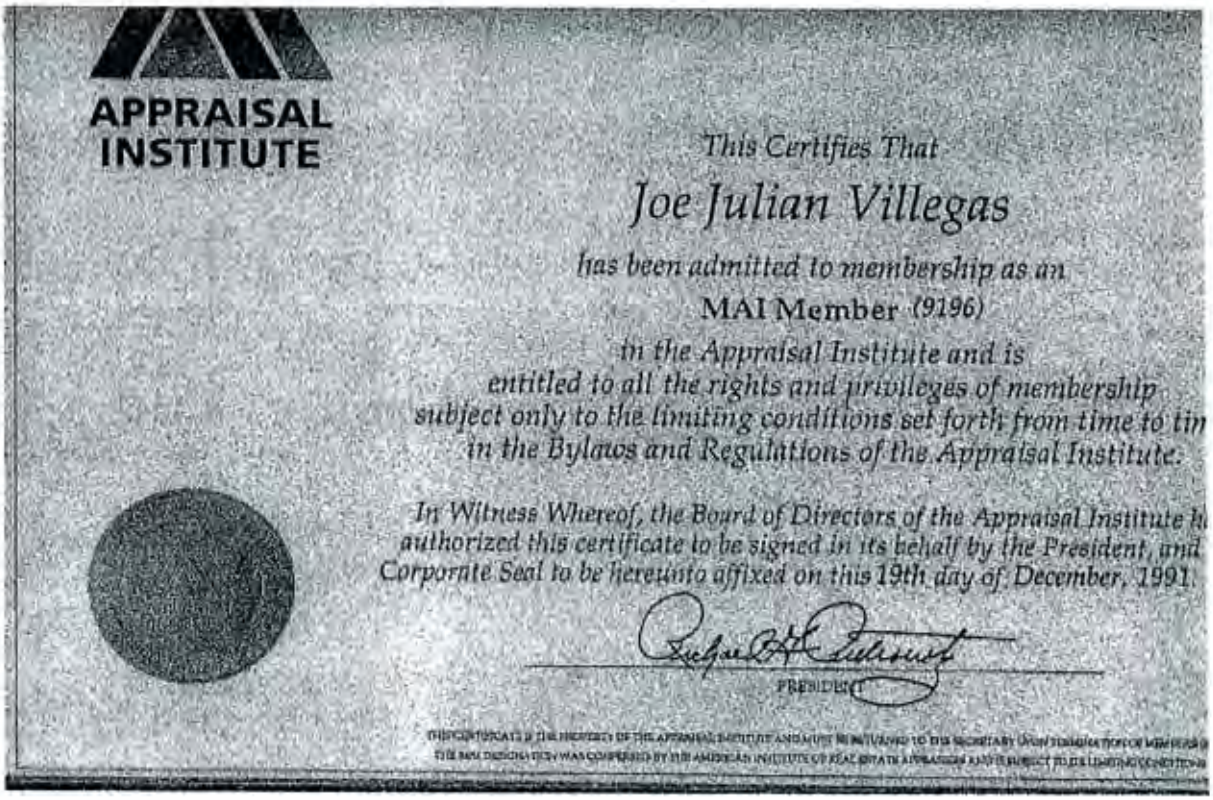
BREA APPRAISER IDENTIFICATION NUMBER: AG 004648

Effective Date: January 18, 2023
Date Expires: January 17, 2025

Loretta Dillon

Loretta Dillon, Deputy Bureau Chief, BREA

3067971



APPRAISAL INSTITUTE

This Certifies That

Joe Julian Villegas

has been admitted to membership as an

MAI Member *(9196)*

in the Appraisal Institute and is entitled to all the rights and privileges of membership subject only to the limiting conditions set forth from time to tim in the Bylaws and Regulations of the Appraisal Institute.

In Witness Whereof, the Board of Directors of the Appraisal Institute h authorized this certificate to be signed in its behalf by the President, and Corporate Seal to be hereunto affixed on this 19th day of December, 1991.

PRESIDENT

MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT

DESMOND, MARCELLO & AMSTER, LLC

CONSULTANT PANELS FOR REAL PROPERTY SERVICES FOR VARIOUS CITY PROJECTS (RFP No. 2291)

Loss of Business Goodwill Appraisal Services

THIS MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and DESMOND, MARCELLO & AMSTER, LLC, a Delaware limited liability company authorized to do business in California ("Consultant").

RECITALS

A. The City requires the services of a consultant that is experienced in providing Loss of Business Goodwill Appraisal Services.

B. The City issued a Request for Proposals for purposes of establishing a panel of consultants experienced in providing consulting services in each of the following six categories: (1) Appraisal Services; (2) Acquisition Services; (3) Relocation Services; (4) Property Management Services – Interim and Full Scope; (5) Environmental Site Assessments – Phase 1, Phase 2, Asbestos, and Lead-Based Paint Surveys; and (6) Security Guard Services.

C. Consultant has the necessary experience in providing Loss of Business Goodwill Appraisal Services.

D. Consultant has submitted a proposal to the City and has affirmed its willingness and ability to provide such services in said category.

E. The City may retain Consultant for various projects pursuant to this Agreement.

F. The total Contract Price, as defined herein, for all work assigned to Consultant shall be aggregated.

AGREEMENT

1. **Scope of Services.**

1.1 The City hereby retains Consultant to perform, and Consultant agrees to render, professional services for various City projects ("Assigned Project") as those services are more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference.

1.2 During the term of this Agreement, as the need arises, Consultant shall have the opportunity to submit proposals for Assigned Projects. The scope of work, including the completion date for the Assigned Project, will be as set forth in writing and issued by the City ("Project Narrative"). Any modification to the Services will also be set forth in the Project Narrative. All proposals submitted shall be reviewed by the Contract Administrator, as that term is defined below, and a single consultant will be selected to perform the services for that particular Assigned Project. Acceptance of Consultant's proposal shall be made in the form of a Supplemental Agreement for the Assigned Project, a sample of which is attached hereto as Exhibit "B" and incorporated herein by reference, or by Consultant's acceptance of the terms and conditions of the City's Purchase Order.

2. **Term**. This Agreement shall begin on the Effective Date and shall expire five (5) years thereafter ("Expiration Date") or the required date for completion of an Assigned Project, provided a project was assigned prior to the Expiration Date. If the maximum cumulative payment obligation is not reached, the City may, at its option, extend the term for one (1) additional three (3) year terms, not to exceed eight (8) years based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement. Pricing is to remain firm for the entire contract term, including any future extensions.

3. **Compensation/Payment**.

3.1 **Contract Price**. The total amount to be paid to Consultant for all Assigned Projects pursuant to this Agreement shall not exceed an aggregate of Two Hundred Fifty Thousand Dollars ($250,000.00) over the term of this Agreement.

3.2 Consultant shall receive compensation for all Services rendered under this Agreement as set forth in Exhibit "A" and set forth in the Supplemental Agreement or Purchase Order issued by the City. There will be no reimbursement for out-of-pocket expenses including but not limited to travel and lodging, local travel/mileage, photocopying, first class U.S. postage, telephone, facsimile, and mobile/telephone communication charges. With prior written approval, City may choose to approve reimbursement for overnight courier charges, certified return/receipt mail charges, and specialty reproduction charges at cost plus ten percent (10%) for administrative, coordination and handling time.

3.3 Payments shall be made in accordance with the City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed.

The invoices shall be delivered to the City at the address set forth in Section 4 hereof. For each Assigned Project, Consultant agrees that each assignment will be on a fixed fee basis, as mutually agreed to in writing by both City and Consultant prior to engagement of any assignment.

3.4 In the event Consultant fails, due to its own negligence, to submit any required report to City by the due date set forth in the Project Narrative, the fee to be received by Consultant may be reduced by ten percent (10%) each three (3) business day period that the report is late.

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	To Consultant
Community & Economic Development/RPS City of Riverside Attn: Department Director 3900 Main Street Riverside, CA 92522	Desmond, Marcello & Amster, LLC Attn: Kevin Blair 222 Pacific Coast Highway, 10th Floor El Segundo, CA 90245

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 Department Director to administer this Agreement on behalf of the 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 designate a representative for each Assigned Project ("Project Representative"). Consultant's Project Representative shall be available to the City at all reasonable times and will be the primary individual performing the Services under the Assigned Project. 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 reference and assigned to perform portions of the Services shall remain assigned through completion of the Services. Any substitution of personnel or the Project Representative shall be subject to the City's written approval. In the event that the City and Consultant cannot agree as to the substitution of the Project Representative or other key personnel, the City shall be entitled to terminate this Agreement.

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 Department Director and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the City's 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 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. 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 the City. Consultant will reimburse Client 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 Contract, 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 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 the 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 the 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 the City's execution of this Agreement, Consultant shall file with the 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 the City. Any certificate filed with the City shall provide that the 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 the 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 the 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 the City and shall include the City and their 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 their 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.

12.4 **Errors and Omissions Insurance.** Prior to the 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 the City's request, Consultant shall provide the 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.** The City reserves the right to employ other Consultants in connection with the Assigned 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 the 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 the 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 the City's name or insignia, photographs of the Assigned Project, or any publicity pertaining to the Services or the Assigned Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City. This provision shall survive the expiration or terminating of this Agreement.

18. **Ownership of Documents**. All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of the City upon the City's compensation to Consultant for its services as herein provided. Consultant shall not release to others information furnished by the City without prior express written approval of the City. This provision shall survive the expiration or terminating of this Agreement.

19. **Copyrights.** Consultant agrees that any work prepared for the 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 the City, and agrees to provide all assistance reasonably requested by the City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at the City's expense, but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. This provision shall survive the expiration or terminating of this Agreement.

20. **Conflict of Interest**. Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Assigned 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, the 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.

23. **Waiver**. No action or failure to act by the City shall constitute a waiver of any right or duty afforded the 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 the City.

25. **Termination**. The 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, the City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to the City.

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

25.2 The 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 The City decides to abandon or postpone an Assigned 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, the City reserve the right to withhold and offset said amounts from payments or refunds or reimbursements owed by the City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by the City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, the 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 the 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 in the Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

29. **Nondiscrimination** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or 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.** The 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. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

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

Exhibit "A" - Scope of Services
Exhibit "B" - Supplemental Agreement
Exhibit "C" - Key Personnel

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the 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

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____ for
Assistant City Attorney

Certified as to availability of funds:

By: _____
for Chief Financial Officer

DESMOND, MARCELLO & AMSTER, LLC, a Delaware limited liability company authorized to do business in California

By: _____

Kevin Blair
[Printed Name]

Partner / Executive V.P.
[Title]

and

By: N/A

[Printed Name]

[Title]

EXHIBIT "A"

SCOPE OF SERVICES

STATEMENT OF UNDERSTANDING AND APPROACH

DM&A understands the terms and conditions prescribed by the RFP and in the all the information provided. The firm will perform the services as outlined and all elements of the RFP have been reviewed and understood. DM&A will utilize its qualified personnel to provide the required Fixtures and Equipment and Loss of Business Goodwill appraisal services to the City of Riverside on an as-needed basis for upcoming projects.

DM&A's appraisal specialties, Fixtures and Equipment Appraisal and Loss of Business Goodwill Valuation, are vital components of any acquisition project. Our approach to the appraisal process is thorough, collaborative, and professional. Our appraisers recognize the importance of a detailed approach to any assignment, and are cognizant of our role as representing our clients. Our professionals have extensive experience interviewing business owners, and make efforts to address their concerns and needs in these meetings. DM&A has bilingual professionals to interface with Spanish-speaking business owners.

DM&A actively communicates project status with clients via email, conference calls, or any other means preferred by the client. To the extent any data or information necessary for an appraisal is not forthcoming, we will notify City of Riverside officials and/or representatives in a timely manner such that steps can be taken to obtain the necessary data.

The appraisals we provide can be used for settlement negotiations and are appropriate for legal exchange. DM&A can assist the City of Riverside throughout the litigation process. DM&A's partners and principals have extensive expert testimony experience. Our litigation support services include assisting attorneys in discovery, reviewing and analyzing opposing expert appraisal reports in preparation for deposition and cross-examination, and assisting in preparation of direct testimony, including development of visual aids and rebuttal testimony, if necessary.

FIXTURES AND EQUIPMENT APPRAISAL TECHNICAL APPROACH

In providing fixtures and equipment appraisal services to the City of Riverside, DM&A will perform the necessary research, investigation, and analysis to provide written appraisal reports in compliance with the standards of the Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and Public Law 91-646 (the Uniform Act) as they pertain to fixtures and equipment valuations. All fixtures and equipment appraisals will be prepared according to definitions found in Code of Civil Procedure Sections 1263.205 and 1263.320. Marcus Pigrom will oversee all fixtures and equipment assignments. DM&A's work will encompass steps including, but not limited to, the following:

- Communicate with client management to ascertain the scope of the assignment and provide responsive proposals for each task order;
- Coordinate with relocation agents, acquisition agents, and attorneys;
- Prepare a complete inventory of the assets at the subject business location. This inventory includes make, model, and serial number (if applicable) of all items, a description of the assets as well as observation of their age, remaining service life, condition, method of installation, if any, and photographs;

- Identify and distinguish improvements pertaining to the realty, as legally defined, from movable equipment;

- Review any documentation pertaining to the assets provided by the business owner and/or manager, such as invoices, depreciation schedules, and construction contracts;

- Interview business owners and/or managers;

- Research the marketplace for each of the assets identified on-site. Such research includes reference to a variety of publications, as well as discussions with individuals knowledgeable about the market for the assets;

- Coordinate with other appraisers to avoid duplication of compensation;

- Apply valuation methods including the Market Approach and Cost Approach to the subject assets;

- Prepare the appraisal report for submission, including replacement cost new, depreciated value and salvage value in place for each item and photographs of significant items;

- Maintain files in accordance with USPAP; and

- Provide expert testimony and litigation support, as required.

The schedule for completion of a fixtures and equipment appraisal can vary widely depending upon the complexity of the business appraised and the degree of cooperation from the business' ownership. The appraisals are usually completed within a 30-to-45-day timeframe from authorization to proceed and completion of a site inspection, and we carefully coordinate site visits to maximize efficiency without inconveniencing the businesses' ownership. DM&A actively communicates project status with clients via email, conference calls, or any other means preferred by the client. To the extent any data or information necessary for an appraisal is not provided, we will notify City officials or representatives in a timely manner such that steps can be taken to obtain the necessary data.

GOODWILL LOSS APPRAISAL TECHNICAL APPROACH

In performing goodwill loss appraisal services for the City of Riverside, DM&A will perform the necessary research, investigation, and analysis to provide written appraisal reports in compliance with the standards of the Uniform Standards of Professional Appraisal Practice (USPAP) as it pertains to business valuations. DM&A will consider the elements of Code of Civil Procedure Section 1263.510 and relevant case law pertaining to compensation for loss of goodwill. Kevin Blair and/or Madeleine Mamaux will oversee all goodwill loss appraisal assignments. DM&A takes the following steps in the goodwill valuation process:

- Communicate with the City of Riverside management and/or representatives to ascertain the scope of the assignment and attend any required meetings;

- Prepare appraisals in accordance with the relevant sections of the California Code of Civil Procedure including the Section 1263.320 definition of Fair Market Value;

- Communicate with the subject business and/or representatives to commence the data gathering process;

- Review and analyze the financial statements of the subject business, including internal income statements and balance sheets as well as tax returns;

- Interview the owners and/or managers of the subject business and/or review deposition transcripts. Such interviews/depositions are intended to provide DM&A with a thorough understanding of the business' products, operations, management, employees, marketing, competition, and industry, as well as an understanding of recent financial trends and outlook;

- Conduct site and area inspections of both the subject location and the business' relocation site, if applicable;

- Review leases and other contracts pertinent to the business' operations;

- Coordinate with other professionals, such as fixtures and equipment appraisers, real estate appraisers, and relocation consultants, to avoid duplication of compensation;

- Research the business' industry, economic factors affecting the business, and the marketplace for sales of businesses similar to the subject;

- Investigate the impacts of the taking and/or of relocation, if applicable, on the business' revenues and profits in the "after" condition taking into consideration potential betterment;

- Implement valuation methods, such as the Income Approach (i.e., Discounted Cash Flow Method, Capitalization of Cash Flow Method) and Market Approach (i.e., Discretionary Cash Flow Multiplier Method, EBITDA Multiplier Method), to determine the value of the business' goodwill in both the before condition and in the after condition. The selection of the appropriate methods depends on the nature of the business and its marketplace in light of DM&A's market research;

- Prepare a valuation report in compliance with USPAP and requirements of the relevant jurisdiction;

- Attend any required meetings or conferences with the client regarding appraisal questions;

- Provide expert testimony and litigation support, as required; and

- Maintain files in accordance with USPAP and the Caltrans Right-of-Way Manual.

EXHIBIT "B"

SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT

[CONSULTANT]

[PROJECT]

The Project Narrative for _____ Services ("Assigned Project"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, and Consultant's proposal dated _____, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, shall constitute a supplement to the Master Professional Consultant Services Agreement for Real Property Services for Various City Projects by and between the City and Consultant dated _____ ("Agreement"). Consultant agrees to perform the services described in the Project Narrative within the time set forth in the Project Narrative for a fee in an amount not to exceed $_____. Performance of the services shall be subject to the terms and conditions contained in the Agreement.

Dated this _____ day of _____, 20__.

[SIGNATURES ON FOLLOWING PAGE.]

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

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
Chief Financial Officer

[CONSULTANT]

By: _____

_____
[Printed Name]

_____
[Title]

and

By: _____

_____
[Printed Name]

_____
[Title]

EXHIBIT "A"

PROJECT NARRATIVE

EXHIBIT "B"

CONSULTANT'S PROPOSAL

EXHIBIT "C"

KEY PERSONNEL

COMPANY INFORMATION

DM&A is structured as a limited liability company and has two offices. The main office is located in El Segundo in Southern California and a branch office is located in San Francisco. Contact information is as follows:

DM&A (Main Office)
222 Pacific Coast Highway, 10th Floor
El Segundo, CA 90245
Phone No.: (310) 216-1400

DM&A (Branch Office)
44 Montgomery Street, Suite 300
San Francisco, CA 94104
Phone No.: (310) 216-1400

DM&A's authorized contact is:

Kevin Blair, ASA, Partner
Desmond, Marcello & Amster, LLC
222 Pacific Coast Highway, 10th Floor
El Segundo, CA 90245
kblair@dmavalue.com
(415) 926-6996

COMPANY PERSONNEL

Marcus Pigrom will serve as Project Manager for fixtures and equipment appraisal assignments, with Ryan Nutten and Raul Bermudez assisting as necessary. Kevin Blair and Madeleine Mamaux will serve as Project Managers for loss of goodwill appraisal services with supporting assistance from Ricardo Goñi, Eric Lietzow, Silvia Tauber, Anwesh Roy, and Kaung Myat. This experienced team has completed thousands of appraisals within budget and on time, including for eminent domain projects impacting hundreds of parcels. DM&A's large staff provides capacity and flexibility which will allow the firm to meet all staffing requirements that will vary over the duration of the contract resulting from this RFP. DM&A is committed to dedicating the staff necessary to meet all project deadlines throughout the duration of this contract.

Fixtures & Equipment Appraisal

Marcus Pigrom, ASA, Partner	(424) 207-5880	mpigrom@dmavalue.com
Ryan Nutten, Senior Appraiser	(310) 216-1400	rnutten@dmavalue.com
Raul Bermudez, Senior Appraiser	(310) 216-1400	rbermudez@dmavalue.com

Loss of Business Goodwill Valuation

Kevin Blair, ASA, Partner (Contact Person)	(415) 926-6996	kblair@dmavalue.com
Madeleine Mamaux, ASA, CFA, Sr. Partner	(424) 207-5884	mmamaux@dmavalue.com
Ricardo Goñi, Principal	(916) 455-1182	rgoni@dmavalue.com
Eric Lietzow, CPA/ABV, Principal	(424) 207-5888	elietzow@dmavalue.com
Silvia Tauber, CPA/ABV, CFE, Manager	(424) 427-5883	stauber@dmavalue.com
Anwesh Roy, Senior Analyst	(310) 216-1400	aroy@dmavalue.com
Kaung Myat, Analyst	(310) 216-1400	kmyat@dmavalue.com

KEY PERSONNEL EXPERIENCE AND CREDENTIALS

All key personnel have five (5) years of experience in their respective appraisal disciplines. No state issued licenses are required for Fixtures and Equipment or Loss of Goodwill appraisals. However, our key professionals are Senior Members of the American Society of Appraisers and hold other professional certifications relevant to their work. DM&A does not intend to utilize subcontractors to perform services pursuant to this contract.

MARCUS R. PIGROM, ASA - PARTNER
PROJECT MANAGER - FIXTURES & EQUIPMENT APPRAISAL
PROFESSIONAL BACKGROUND

Mr. Pigrom joined Desmond, Marcello & Amster in 2005 as a fixtures and equipment appraiser. He later became Senior Manager - Tangible Assets in 2009 and Partner in 2021. Mr. Pigrom has successfully completed hundreds of appraisal assignments in connection with eminent domain proceedings. His appraisal experience includes a wide variety of business types in the manufacturing, retail, and service sectors. Representative projects include the appraisal of mobile homes, industrial machinery and equipment, retail shopping centers, distribution facilities, restaurants, billboards, and service stations. His experience in eminent domain includes coordinating appraisal activities with real estate appraisers to avoid duplication of compensation and making determinations of equipment classifications under California Code of Civil Procedure §1263.205.

Mr. Pigrom has prepared fixtures and equipment appraisals for numerous agencies across California including City of Los Angeles, Los Angeles Unified School District, Caltrans, California High Speed Rail Authority, Los Angeles Metropolitan Transportation Authority, Port of Long Beach, and City of Inglewood, among others. Having testified at deposition and at trial as an expert witness regarding fixtures and equipment valuation, Mr. Pigrom assists attorneys with litigation support services in his area of expertise. Prior to joining DM&A, he had more than two years of experience managing plant operations at a local bottling company.

Mr. Pigrom has given presentations to various IRWA, industry, and attorney groups. The subjects of the presentations were *Acquiring Commercial Property: When Appraisal and Relocation Issues Overlap, Valuation of Fixtures and Equipment Under Eminent Domain Law, Appraisal in the COVID Era, Date of Value: Why It Matters,* and *Highest & Best Use; Domino Effect on Fixture and Equipment and Loss of Goodwill.*

PROFESSIONAL AFFILIATIONS

Mr. Pigrom is an Accredited Senior Appraiser (ASA) of the American Society of Appraisers in the Machinery and Technical Specialties discipline and a member of the International Right of Way Association (IRWA).

EDUCATION

Mr. Pigrom graduated from Loyola Marymount University in June 2002 with a bachelor's degree in business administration with an emphasis in business law and a minor in history.

KEVIN BLAIR, ASA - PARTNER
PROJECT MANAGER - LOSS OF GOODWILL APPRAISAL
PROFESSIONAL BACKGROUND

Mr. Blair joined DM&A in 2006 and became a Partner in 2021. He has prepared hundreds of goodwill loss appraisals for a variety of clients throughout California including the City of Los Angeles, Los Angeles Unified School District, Port of Los Angeles, Los Angeles World Airports, City of Ontario, Caltrans, California High Speed Rail Authority, Los Angeles County Metropolitan Transportation Authority, Orange County Transportation Authority, Riverside County Transportation Commission, and San Bernardino County Transportation Authority, among others.

The businesses appraised by Mr. Blair over the past 17 years span across the retail, commercial, agricultural, and industrial sectors, including the appraisal of the loss of goodwill of gas stations, liquor stores, restaurants, auto repair facilities, metal fabrication shops, rail and trucking services, wholesale/distribution centers, and machining shops.

Mr. Blair has been designated as an expert with regards to loss of goodwill in various eminent domain matters and testified at deposition and trial. Additionally, he has participated in mediations and provided litigation support services. At DM&A, Mr. Blair has managed projects encompassing fixtures and equipment and goodwill loss appraisals for numerous businesses within an acquisition area. He also spearheads the firm's responses to public agencies' requests for proposals/qualifications.

Mr. Blair has given presentations to various IRWA chapters and attorney groups. The subject of the presentations have included *Goodwill 101; Business Damages and Partial Acquisitions; Acquiring Commercial Property: When Appraisal and Relocation Issues Overlap; Expert Insights on Eminent Domain Trials; Appraisal in the COVID Era;* and *Highest & Best Use: Domino Effects on Fixture and Equipment and Loss of Goodwill.*

In additional to eminent domain related appraisal services, Mr. Blair has completed business valuation assignments for a variety of tax and litigation purposes, including, gift and estate tax, bankruptcy/receivership, partnership/corporate dissolution, marital dissolution, economic damages, fraud, and breach of contract. He has been engaged on projects by financial institutions and intermediaries to advise on transactions and financing.

EDUCATION

Mr. Blair holds a Bachelor of Arts degree from Claremont McKenna College (2006). He majored in economics with a leadership sequence.

PROFESSIONAL AFFILIATIONS

Mr. Blair is a Senior Member of the American Society of Appraisers (ASA) in the Business Valuation discipline. He was recognized by the ASA with the Rising Star Award in 2022.

Mr. Blair is a member of the International Right of Way Association (IRWA) and served as past President of Chapter 2. He was recognized by his peers in IRWA as 2017 Young Professional of the Year – Western Region.

MADELEINE MAMAUX, CFA, ASA – SENIOR PARTNER
PROJECT MANAGER - LOSS OF GOODWILL APPRAISAL
PROFESSIONAL BACKGROUND

Ms. Mamaux began her business valuation career as a financial analyst at DM&A from 1989 to 1991. Having earned an MBA and gaining significant analytical experience in the investment industry, she rejoined DM&A in 1997 as a valuation manager. Ms. Mamaux became a principal at the firm in 2001 and has been a Partner since 2007.

Ms. Mamaux has completed business valuation assignments for purposes including goodwill loss in eminent domain matters, estate tax, partnership and corporate dissolution, shareholder buyouts, mergers and acquisitions, strategic planning, and financing. Businesses valued by Ms. Mamaux operate in diverse industries such as wholesaling, food processing, technology, media, manufacturing, transportation, waste management, retail, real estate, and agriculture.

During her years away from DM&A, Ms. Mamaux analyzed investment opportunities in fixed-income securities for Teachers' Insurance and Annuity Association (TIAA), the nation's largest private pension fund. She also held an analytical position at Fitch Investors Service, an international bond-rating agency, where she was responsible for assigning credit ratings to large multinational companies.

PROFESSIONAL AFFILIATIONS

Ms. Mamaux is a Chartered Financial Analyst and is a member of the CFA Institute and the CFA Society Los Angeles. Additionally, Ms. Mamaux is a Senior Member of the American Society of Appraisers in the Business Valuation discipline and a member of the International Right of Way Association (IRWA).

Ms. Mamaux regularly participates in seminars and panel presentations with a variety of organizations regarding business valuation and goodwill loss analysis and concepts.

EDUCATION

Ms. Mamaux graduated magna cum laude with a bachelor's degree from Claremont McKenna College. She majored in economics and mathematics and was elected to Phi Beta Kappa. She holds a master's degree in business administration from The Wharton School of the University of Pennsylvania, graduating with distinction with a degree in finance.

DEPOSITION AND COURT TESTIMONY

Ms. Mamaux has provided expert testimony at trial and arbitration in various California and Federal jurisdictions. She has also provided deposition testimony on numerous occasions pertaining to her opinions of business value, loss of goodwill, and economic damages. Details pertaining to her testimony experience are available upon request.

MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT

DESMOND, MARCELLO & AMSTER, LLC

CONSULTANT PANELS FOR REAL PROPERTY SERVICES FOR VARIOUS CITY PROJECTS (RFP No. 2291)

Fixture and Equipment Appraisal Services

THIS MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and DESMOND, MARCELLO & AMSTER, LLC, a Delaware limited liability company authorized to do business in California ("Consultant").

RECITALS

A. The City requires the services of a consultant that is experienced in providing Fixture and Equipment Appraisal Services.

B. The City issued a Request for Proposals for purposes of establishing a panel of consultants experienced in providing consulting services in each of the following six categories: (1) Appraisal Services; (2) Acquisition Services; (3) Relocation Services; (4) Property Management Services – Interim and Full Scope; (5) Environmental Site Assessments – Phase 1, Phase 2, Asbestos, and Lead-Based Paint Surveys; and (6) Security Guard Services.

C. Consultant has the necessary experience in providing Fixture and Equipment Appraisal Services.

D. Consultant has submitted a proposal to the City and has affirmed its willingness and ability to provide such services in said category.

E. The City may retain Consultant for various projects pursuant to this Agreement.

F. The total Contract Price, as defined herein, for all work assigned to Consultant shall be aggregated.

AGREEMENT

1. **Scope of Services.**

1.1 The City hereby retains Consultant to perform, and Consultant agrees to render, professional services for various City projects ("Assigned Project") as those services are more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference.

1.2 During the term of this Agreement, as the need arises, Consultant shall have the opportunity to submit proposals for Assigned Projects. The scope of work, including the completion date for the Assigned Project, will be as set forth in writing and issued by the City ("Project Narrative"). Any modification to the Services will also be set forth in the Project Narrative. All proposals submitted shall be reviewed by the Contract Administrator, as that term is defined below, and a single consultant will be selected to perform the services for that particular Assigned Project. Acceptance of Consultant's proposal shall be made in the form of a Supplemental Agreement for the Assigned Project, a sample of which is attached hereto as Exhibit "B" and incorporated herein by reference, or by Consultant's acceptance of the terms and conditions of the City's Purchase Order.

2. **Term**. This Agreement shall begin on the Effective Date and shall expire five (5) years thereafter ("Expiration Date") or the required date for completion of an Assigned Project, provided a project was assigned prior to the Expiration Date. If the maximum cumulative payment obligation is not reached, the City may, at its option, extend the term for one (1) additional three (3) year terms, not to exceed eight (8) years based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement. Pricing is to remain firm for the entire contract term, including any future extensions.

3. **Compensation/Payment**.

3.1 **Contract Price**. The total amount to be paid to Consultant for all Assigned Projects pursuant to this Agreement shall not exceed an aggregate of Two Hundred Fifty Thousand Dollars ($250,000.00) over the term of this Agreement.

3.2 Consultant shall receive compensation for all Services rendered under this Agreement as set forth in Exhibit "A" and set forth in the Supplemental Agreement or Purchase Order issued by the City. There will be no reimbursement for out-of-pocket expenses including but not limited to travel and lodging, local travel/mileage, photocopying, first class U.S. postage, telephone, facsimile, and mobile/telephone communication charges. With prior written approval, City may choose to approve reimbursement for overnight courier charges, certified return/receipt mail charges, and specialty reproduction charges at cost plus ten percent (10%) for administrative, coordination and handling time.

3.3 Payments shall be made in accordance with the City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed.

The invoices shall be delivered to the City at the address set forth in Section 4 hereof. For each Assigned Project, Consultant agrees that each assignment will be on a fixed fee basis, as mutually agreed to in writing by both City and Consultant prior to engagement of any assignment.

3.4 In the event Consultant fails, due to its own negligence, to submit any required report to City by the due date set forth in the Project Narrative, the fee to be received by Consultant may be reduced by ten percent (10%) each three (3) business day period that the report is late.

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	To Consultant
Community & Economic Development/RPS City of Riverside Attn: Department Director 3900 Main Street Riverside, CA 92522	Desmond, Marcello & Amster, LLC Attn: Kevin Blair 222 Pacific Coast Highway, 10th Floor El Segundo, CA 90245

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 Department Director to administer this Agreement on behalf of the 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 designate a representative for each Assigned Project ("Project Representative"). Consultant's Project Representative shall be available to the City at all reasonable times and will be the primary individual performing the Services under the Assigned Project. 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 reference and assigned to perform portions of the Services shall remain assigned through completion of the Services. Any substitution of personnel or the Project Representative shall be subject to the City's written approval. In the event that the City and Consultant cannot agree as to the substitution of the Project Representative or other key personnel, the City shall be entitled to terminate this Agreement.

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 Department Director and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the City's 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 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. 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 the City. Consultant will reimburse Client 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 Contract, 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 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 the 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 the 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 the City's execution of this Agreement, Consultant shall file with the 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 the City. Any certificate filed with the City shall provide that the 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 the 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 the 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 the City and shall include the City and their 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 their 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.

12.4 **Errors and Omissions Insurance.** Prior to the 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 the City's request, Consultant shall provide the 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.** The City reserves the right to employ other Consultants in connection with the Assigned 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 the 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 the 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 the City's name or insignia, photographs of the Assigned Project, or any publicity pertaining to the Services or the Assigned Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City. This provision shall survive the expiration or terminating of this Agreement.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of the City upon the City's compensation to Consultant for its services as herein provided. Consultant shall not release to others information furnished by the City without prior express written approval of the City. This provision shall survive the expiration or terminating of this Agreement.

19. **Copyrights.** Consultant agrees that any work prepared for the 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 the City, and agrees to provide all assistance reasonably requested by the City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at the City's expense, but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. This provision shall survive the expiration or terminating of this Agreement.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Assigned 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, the 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.

23. **Waiver**. No action or failure to act by the City shall constitute a waiver of any right or duty afforded the 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 the City.

25. **Termination**. The 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, the City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to the City.

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

25.2 The 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 The City decides to abandon or postpone an Assigned 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, the City reserve the right to withhold and offset said amounts from payments or refunds or reimbursements owed by the City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by the City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, the 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 the 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 in the Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

29. **Nondiscrimination** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or 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**. The 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. **Digital and Counterpart Signatures**. Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

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

Exhibit "A" - Scope of Services
Exhibit "B" - Supplemental Agreement
Exhibit "C" - Key Personnel

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the 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

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
for Chief Financial Officer

DESMOND, MARCELLO & AMSTER, LLC, a Delaware limited liability company authorized to do business in California

By: _____

Kevin Blair
[Printed Name]

Partner / Executive VP
[Title]

and

By: N/A

[Printed Name]

[Title]

EXHIBIT "A"

SCOPE OF SERVICES

STATEMENT OF UNDERSTANDING AND APPROACH

DM&A understands the terms and conditions prescribed by the RFP and in the all the information provided. The firm will perform the services as outlined and all elements of the RFP have been reviewed and understood. DM&A will utilize its qualified personnel to provide the required Fixtures and Equipment and Loss of Business Goodwill appraisal services to the City of Riverside on an as-needed basis for upcoming projects.

DM&A's appraisal specialties, Fixtures and Equipment Appraisal and Loss of Business Goodwill Valuation, are vital components of any acquisition project. Our approach to the appraisal process is thorough, collaborative, and professional. Our appraisers recognize the importance of a detailed approach to any assignment, and are cognizant of our role as representing our clients. Our professionals have extensive experience interviewing business owners, and make efforts to address their concerns and needs in these meetings. DM&A has bilingual professionals to interface with Spanish-speaking business owners.

DM&A actively communicates project status with clients via email, conference calls, or any other means preferred by the client. To the extent any data or information necessary for an appraisal is not forthcoming, we will notify City of Riverside officials and/or representatives in a timely manner such that steps can be taken to obtain the necessary data.

The appraisals we provide can be used for settlement negotiations and are appropriate for legal exchange. DM&A can assist the City of Riverside throughout the litigation process. DM&A's partners and principals have extensive expert testimony experience. Our litigation support services include assisting attorneys in discovery, reviewing and analyzing opposing expert appraisal reports in preparation for deposition and cross-examination, and assisting in preparation of direct testimony, including development of visual aids and rebuttal testimony, if necessary.

FIXTURES AND EQUIPMENT APPRAISAL TECHNICAL APPROACH

In providing fixtures and equipment appraisal services to the City of Riverside, DM&A will perform the necessary research, investigation, and analysis to provide written appraisal reports in compliance with the standards of the Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and Public Law 91-646 (the Uniform Act) as they pertain to fixtures and equipment valuations. All fixtures and equipment appraisals will be prepared according to definitions found in Code of Civil Procedure Sections 1263.205 and 1263.320. Marcus Pigrom will oversee all fixtures and equipment assignments. DM&A's work will encompass steps including, but not limited to, the following:

- Communicate with client management to ascertain the scope of the assignment and provide responsive proposals for each task order;
- Coordinate with relocation agents, acquisition agents, and attorneys;
- Prepare a complete inventory of the assets at the subject business location. This inventory includes make, model, and serial number (if applicable) of all items, a description of the assets as well as observation of their age, remaining service life, condition, method of installation, if any, and photographs;

- Identify and distinguish improvements pertaining to the realty, as legally defined, from movable equipment;

- Review any documentation pertaining to the assets provided by the business owner and/or manager, such as invoices, depreciation schedules, and construction contracts;

- Interview business owners and/or managers;

- Research the marketplace for each of the assets identified on-site. Such research includes reference to a variety of publications, as well as discussions with individuals knowledgeable about the market for the assets;

- Coordinate with other appraisers to avoid duplication of compensation;

- Apply valuation methods including the Market Approach and Cost Approach to the subject assets;

- Prepare the appraisal report for submission, including replacement cost new, depreciated value and salvage value in place for each item and photographs of significant items;

- Maintain files in accordance with USPAP; and

- Provide expert testimony and litigation support, as required.

The schedule for completion of a fixtures and equipment appraisal can vary widely depending upon the complexity of the business appraised and the degree of cooperation from the business' ownership. The appraisals are usually completed within a 30-to-45-day timeframe from authorization to proceed and completion of a site inspection, and we carefully coordinate site visits to maximize efficiency without inconveniencing the businesses' ownership. DM&A actively communicates project status with clients via email, conference calls, or any other means preferred by the client. To the extent any data or information necessary for an appraisal is not provided, we will notify City officials or representatives in a timely manner such that steps can be taken to obtain the necessary data.

GOODWILL LOSS APPRAISAL TECHNICAL APPROACH

In performing goodwill loss appraisal services for the City of Riverside, DM&A will perform the necessary research, investigation, and analysis to provide written appraisal reports in compliance with the standards of the Uniform Standards of Professional Appraisal Practice (USPAP) as it pertains to business valuations. DM&A will consider the elements of Code of Civil Procedure Section 1263.510 and relevant case law pertaining to compensation for loss of goodwill. Kevin Blair and/or Madeleine Mamaux will oversee all goodwill loss appraisal assignments. DM&A takes the following steps in the goodwill valuation process:

- Communicate with the City of Riverside management and/or representatives to ascertain the scope of the assignment and attend any required meetings;

- Prepare appraisals in accordance with the relevant sections of the California Code of Civil Procedure including the Section 1263.320 definition of Fair Market Value;

- Communicate with the subject business and/or representatives to commence the data gathering process;

- Review and analyze the financial statements of the subject business, including internal income statements and balance sheets as well as tax returns;

- Interview the owners and/or managers of the subject business and/or review deposition transcripts. Such interviews/depositions are intended to provide DM&A with a thorough understanding of the business' products, operations, management, employees, marketing, competition, and industry, as well as an understanding of recent financial trends and outlook;

- Conduct site and area inspections of both the subject location and the business' relocation site, if applicable;

- Review leases and other contracts pertinent to the business' operations;

- Coordinate with other professionals, such as fixtures and equipment appraisers, real estate appraisers, and relocation consultants, to avoid duplication of compensation;

- Research the business' industry, economic factors affecting the business, and the marketplace for sales of businesses similar to the subject;

- Investigate the impacts of the taking and/or of relocation, if applicable, on the business' revenues and profits in the "after" condition taking into consideration potential betterment;

- Implement valuation methods, such as the Income Approach (i.e., Discounted Cash Flow Method, Capitalization of Cash Flow Method) and Market Approach (i.e., Discretionary Cash Flow Multiplier Method, EBITDA Multiplier Method), to determine the value of the business' goodwill in both the before condition and in the after condition. The selection of the appropriate methods depends on the nature of the business and its marketplace in light of DM&A's market research;

- Prepare a valuation report in compliance with USPAP and requirements of the relevant jurisdiction;

- Attend any required meetings or conferences with the client regarding appraisal questions;

- Provide expert testimony and litigation support, as required; and

- Maintain files in accordance with USPAP and the Caltrans Right-of-Way Manual.

EXHIBIT "B"

SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT

[CONSULTANT]

[PROJECT]

The Project Narrative for _____ Services ("Assigned Project"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, and Consultant's proposal dated _____, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, shall constitute a supplement to the Master Professional Consultant Services Agreement for Real Property Services for Various City Projects by and between the City and Consultant dated _____ ("Agreement"). Consultant agrees to perform the services described in the Project Narrative within the time set forth in the Project Narrative for a fee in an amount not to exceed $_____. Performance of the services shall be subject to the terms and conditions contained in the Agreement.

Dated this _____ day of _____, 20__.

[SIGNATURES ON FOLLOWING PAGE.]

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

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
Chief Financial Officer

[CONSULTANT]

By: _____

_____
[Printed Name]

_____
[Title]

and

By: _____

_____
[Printed Name]

_____
[Title]

EXHIBIT "A"

PROJECT NARRATIVE

EXHIBIT "B"

CONSULTANT'S PROPOSAL

EXHIBIT "C"

KEY PERSONNEL

COMPANY INFORMATION

DM&A is structured as a limited liability company and has two offices. The main office is located in El Segundo in Southern California and a branch office is located in San Francisco. Contact information is as follows:

DM&A (Main Office)
222 Pacific Coast Highway, 10th Floor
El Segundo, CA 90245
Phone No.: (310) 216-1400

DM&A (Branch Office)
44 Montgomery Street, Suite 300
San Francisco, CA 94104
Phone No.: (310) 216-1400

DM&A's authorized contact is:

Kevin Blair, ASA, Partner
Desmond, Marcello & Amster, LLC
222 Pacific Coast Highway, 10th Floor
El Segundo, CA 90245
kblair@dmavalue.com
(415) 926-6996

COMPANY PERSONNEL

Marcus Pigrom will serve as Project Manager for fixtures and equipment appraisal assignments, with Ryan Nutten and Raul Bermudez assisting as necessary. Kevin Blair and Madeleine Mamaux will serve as Project Managers for loss of goodwill appraisal services with supporting assistance from Ricardo Goñi, Eric Lietzow, Silvia Tauber, Anwesh Roy, and Kaung Myat. This experienced team has completed thousands of appraisals within budget and on time, including for eminent domain projects impacting hundreds of parcels. DM&A's large staff provides capacity and flexibility which will allow the firm to meet all staffing requirements that will vary over the duration of the contract resulting from this RFP. DM&A is committed to dedicating the staff necessary to meet all project deadlines throughout the duration of this contract.

Fixtures & Equipment Appraisal

Marcus Pigrom, ASA, Partner	(424) 207-5880	mpigrom@dmavalue.com
Ryan Nutten, Senior Appraiser	(310) 216-1400	rnutten@dmavalue.com
Raul Bermudez, Senior Appraiser	(310) 216-1400	rbermudez@dmavalue.com

Loss of Business Goodwill Valuation

Kevin Blair, ASA, Partner (Contact Person)	(415) 926-6996	kblair@dmavalue.com
Madeleine Mamaux, ASA, CFA, Sr. Partner	(424) 207-5884	mmamaux@dmavalue.com
Ricardo Goñi, Principal	(916) 455-1182	rgoni@dmavalue.com
Eric Lietzow, CPA/ABV, Principal	(424) 207-5888	elietzow@dmavalue.com
Silvia Tauber, CPA/ABV, CFE, Manager	(424) 427-5883	stauber@dmavalue.com
Anwesh Roy, Senior Analyst	(310) 216-1400	aroy@dmavalue.com
Kaung Myat, Analyst	(310) 216-1400	kmyat@dmavalue.com

KEY PERSONNEL EXPERIENCE AND CREDENTIALS

All key personnel have five (5) years of experience in their respective appraisal disciplines. No state issued licenses are required for Fixtures and Equipment or Loss of Goodwill appraisals. However, our key professionals are Senior Members of the American Society of Appraisers and hold other professional certifications relevant to their work. DM&A does not intend to utilize subcontractors to perform services pursuant to this contract.

MARCUS R. PIGROM, ASA - PARTNER
PROJECT MANAGER - FIXTURES & EQUIPMENT APPRAISAL
PROFESSIONAL BACKGROUND

Mr. Pigrom joined Desmond, Marcello & Amster in 2005 as a fixtures and equipment appraiser. He later became Senior Manager - Tangible Assets in 2009 and Partner in 2021. Mr. Pigrom has successfully completed hundreds of appraisal assignments in connection with eminent domain proceedings. His appraisal experience includes a wide variety of business types in the manufacturing, retail, and service sectors. Representative projects include the appraisal of mobile homes, industrial machinery and equipment, retail shopping centers, distribution facilities, restaurants, billboards, and service stations. His experience in eminent domain includes coordinating appraisal activities with real estate appraisers to avoid duplication of compensation and making determinations of equipment classifications under California Code of Civil Procedure §1263.205.

Mr. Pigrom has prepared fixtures and equipment appraisals for numerous agencies across California including City of Los Angeles, Los Angeles Unified School District, Caltrans, California High Speed Rail Authority, Los Angeles Metropolitan Transportation Authority, Port of Long Beach, and City of Inglewood, among others. Having testified at deposition and at trial as an expert witness regarding fixtures and equipment valuation, Mr. Pigrom assists attorneys with litigation support services in his area of expertise. Prior to joining DM&A, he had more than two years of experience managing plant operations at a local bottling company.

Mr. Pigrom has given presentations to various IRWA, industry, and attorney groups. The subjects of the presentations were *Acquiring Commercial Property: When Appraisal and Relocation Issues Overlap, Valuation of Fixtures and Equipment Under Eminent Domain Law, Appraisal in the COVID Era, Date of Value: Why It Matters,* and *Highest & Best Use: Domino Effect on Fixture and Equipment and Loss of Goodwill.*

PROFESSIONAL AFFILIATIONS

Mr. Pigrom is an Accredited Senior Appraiser (ASA) of the American Society of Appraisers in the Machinery and Technical Specialties discipline and a member of the International Right of Way Association (IRWA).

EDUCATION

Mr. Pigrom graduated from Loyola Marymount University in June 2002 with a bachelor's degree in business administration with an emphasis in business law and a minor in history.

KEVIN BLAIR, ASA - PARTNER
PROJECT MANAGER - LOSS OF GOODWILL APPRAISAL
PROFESSIONAL BACKGROUND

Mr. Blair joined DM&A in 2006 and became a Partner in 2021. He has prepared hundreds of goodwill loss appraisals for a variety of clients throughout California including the City of Los Angeles, Los Angeles Unified School District, Port of Los Angeles, Los Angeles World Airports, City of Ontario, Caltrans, California High Speed Rail Authority, Los Angeles County Metropolitan Transportation Authority, Orange County Transportation Authority, Riverside County Transportation Commission, and San Bernardino County Transportation Authority, among others.

The businesses appraised by Mr. Blair over the past 17 years span across the retail, commercial, agricultural, and industrial sectors, including the appraisal of the loss of goodwill of gas stations, liquor stores, restaurants, auto repair facilities, metal fabrication shops, rail and trucking services, wholesale/distribution centers, and machining shops.

Mr. Blair has been designated as an expert with regards to loss of goodwill in various eminent domain matters and testified at deposition and trial. Additionally, he has participated in mediations and provided litigation support services. At DM&A, Mr. Blair has managed projects encompassing fixtures and equipment and goodwill loss appraisals for numerous businesses within an acquisition area. He also spearheads the firm's responses to public agencies' requests for proposals/qualifications.

Mr. Blair has given presentations to various IRWA chapters and attorney groups. The subject of the presentations have included *Goodwill 101; Business Damages and Partial Acquisitions; Acquiring Commercial Property: When Appraisal and Relocation Issues Overlap; Expert Insights on Eminent Domain Trials; Appraisal in the COVID Era;* and *Highest & Best Use: Domino Effects on Fixture and Equipment and Loss of Goodwill.*

In additional to eminent domain related appraisal services, Mr. Blair has completed business valuation assignments for a variety of tax and litigation purposes, including, gift and estate tax, bankruptcy/receivership, partnership/corporate dissolution, marital dissolution, economic damages, fraud, and breach of contract. He has been engaged on projects by financial institutions and intermediaries to advise on transactions and financing.

EDUCATION

Mr. Blair holds a Bachelor of Arts degree from Claremont McKenna College (2006). He majored in economics with a leadership sequence.

PROFESSIONAL AFFILIATIONS

Mr. Blair is a Senior Member of the American Society of Appraisers (ASA) in the Business Valuation discipline. He was recognized by the ASA with the Rising Star Award in 2022.

Mr. Blair is a member of the International Right of Way Association (IRWA) and served as past President of Chapter 2. He was recognized by his peers in IRWA as 2017 Young Professional of the Year – Western Region.

MADELEINE MAMAUX, CFA, ASA – SENIOR PARTNER
PROJECT MANAGER - LOSS OF GOODWILL APPRAISAL
PROFESSIONAL BACKGROUND

Ms. Mamaux began her business valuation career as a financial analyst at DM&A from 1989 to 1991. Having earned an MBA and gaining significant analytical experience in the investment industry, she rejoined DM&A in 1997 as a valuation manager. Ms. Mamaux became a principal at the firm in 2001 and has been a Partner since 2007.

Ms. Mamaux has completed business valuation assignments for purposes including goodwill loss in eminent domain matters, estate tax, partnership and corporate dissolution, shareholder buyouts, mergers and acquisitions, strategic planning, and financing. Businesses valued by Ms. Mamaux operate in diverse industries such as wholesaling, food processing, technology, media, manufacturing, transportation, waste management, retail, real estate, and agriculture.

During her years away from DM&A, Ms. Mamaux analyzed investment opportunities in fixed-income securities for Teachers' Insurance and Annuity Association (TIAA), the nation's largest private pension fund. She also held an analytical position at Fitch Investors Service, an international bond-rating agency, where she was responsible for assigning credit ratings to large multinational companies.

PROFESSIONAL AFFILIATIONS

Ms. Mamaux is a Chartered Financial Analyst and is a member of the CFA Institute and the CFA Society Los Angeles. Additionally, Ms. Mamaux is a Senior Member of the American Society of Appraisers in the Business Valuation discipline and a member of the International Right of Way Association (IRWA).

Ms. Mamaux regularly participates in seminars and panel presentations with a variety of organizations regarding business valuation and goodwill loss analysis and concepts.

EDUCATION

Ms. Mamaux graduated magna cum laude with a bachelor's degree from Claremont McKenna College. She majored in economics and mathematics and was elected to Phi Beta Kappa. She holds a master's degree in business administration from The Wharton School of the University of Pennsylvania, graduating with distinction with a degree in finance.

DEPOSITION AND COURT TESTIMONY

Ms. Mamaux has provided expert testimony at trial and arbitration in various California and Federal jurisdictions. She has also provided deposition testimony on numerous occasions pertaining to her opinions of business value, loss of goodwill, and economic damages. Details pertaining to her testimony experience are available upon request.

MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT

EFI GLOBAL, INC.

CONSULTANT PANELS FOR REAL PROPERTY SERVICES FOR VARIOUS CITY PROJECTS (RFP No. 2291)

Environmental Services

THIS MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and EFI GLOBAL, INC., a Delaware corporation authorized to do business in California ("Consultant").

RECITALS

A. The City requires the services of a consultant that is experienced in providing Environmental Services.

B. The City issued a Request for Proposals for purposes of establishing a panel of consultants experienced in providing consulting services in each of the following six categories: (1) Appraisal Services; (2) Acquisition Services; (3) Relocation Services; (4) Property Management Services – Interim and Full Scope; (5) Environmental Site Assessments – Phase 1, Phase 2, Asbestos, and Lead-Based Paint Surveys; and (6) Security Guard Services.

C. Consultant has the necessary experience in providing Environmental Services.

D. Consultant has submitted a proposal to the City and has affirmed its willingness and ability to provide such services in said category.

E. The City may retain Consultant for various projects pursuant to this Agreement.

F. The total Contract Price, as defined herein, for all work assigned to Consultant shall be aggregated.

AGREEMENT

1. **Scope of Services.**

1.1 The City hereby retains Consultant to perform, and Consultant agrees to render, professional services for various City projects ("Assigned Project") as those services are more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference.

1.2 During the term of this Agreement, as the need arises, Consultant shall have the opportunity to submit proposals for Assigned Projects. The scope of work, including the completion date for the Assigned Project, will be as set forth in writing and issued by the City ("Project Narrative"). Any modification to the Services will also be set forth in the Project Narrative. All proposals submitted shall be reviewed by the Contract Administrator, as that term is defined below, and a single consultant will be selected to perform the services for that particular Assigned Project. Acceptance of Consultant's proposal shall be made in the form of a Supplemental Agreement for the Assigned Project, a sample of which is attached hereto as Exhibit "B" and incorporated herein by reference, or by Consultant's acceptance of the terms and conditions of the City's Purchase Order.

2. **Term.** This Agreement shall begin on the Effective Date and shall expire five (5) years thereafter ("Expiration Date") or the required date for completion of an Assigned Project, provided a project was assigned prior to the Expiration Date. If the maximum cumulative payment obligation is not reached, the City may, at its option, extend the term for one (1) additional three (3) year terms, not to exceed eight (8) years based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement. Pricing is to remain firm for the entire contract term, including any future extensions.

3. **Compensation/Payment.**

3.1 **Contract Price.** The total amount to be paid to Consultant for all Assigned Projects pursuant to this Agreement shall not exceed an aggregate of Two Hundred Fifty Thousand Dollars ($250,000.00) over the term of this Agreement.

3.2 Consultant shall receive compensation for all Services rendered under this Agreement as set forth in Exhibit "A" and set forth in the Supplemental Agreement or Purchase Order issued by the City. There will be no reimbursement for out-of-pocket expenses including but not limited to travel and lodging, local travel/mileage, photocopying, first class U.S. postage, telephone, facsimile, and mobile/telephone communication charges. With prior written approval, City may choose to approve reimbursement for overnight courier charges, certified return/receipt mail charges, and specialty reproduction charges at cost plus ten percent (10%) for administrative, coordination and handling time.

3.3 Payments shall be made in accordance with the City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed.

The invoices shall be delivered to the City at the address set forth in Section 4 hereof. For each Assigned Project, Consultant agrees that each assignment will be on a fixed fee basis, as mutually agreed to in writing by both City and Consultant prior to engagement of any assignment.

3.4 In the event Consultant fails, due to its own negligence, to submit any required report to City by the due date set forth in the Project Narrative, the fee to be received by Consultant may be reduced by ten percent (10%) each three (3) business day period that the report is late.

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	To Consultant
Community & Economic Development/RPS City of Riverside Attn: Department Director 3900 Main Street Riverside, CA 92522	EFI Global, Inc. Attn: Matthew Rodda 2275 La Crosse Avenue, Suite 210 Colton, CA 92324

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 Department Director to administer this Agreement on behalf of the 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 designate a representative for each Assigned Project ("Project Representative"). Consultant's Project Representative shall be available to the City at all reasonable times and will be the primary individual performing the Services under the Assigned Project. 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 reference and assigned to perform portions of the Services shall remain assigned through completion of the Services. Any substitution of personnel or the Project Representative shall be subject to the City's written approval. In the event that the City and Consultant cannot agree as to the substitution of the Project Representative or other key personnel, the City shall be entitled to terminate this Agreement.

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 Department Director and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the City's 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 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. 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 the City. Consultant will reimburse Client 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 Contract, 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 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 the 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 the 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 the City's execution of this Agreement, Consultant shall file with the 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 the City. Any certificate filed with the City shall provide that the 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 the 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 the 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 the City and shall include the City and their 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 their 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.

12.4 **Errors and Omissions Insurance.** Prior to the 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 the City's request, Consultant shall provide the 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.** The City reserves the right to employ other Consultants in connection with the Assigned 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 the 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 the 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 the City's name or insignia, photographs of the Assigned Project, or any publicity pertaining to the Services or the Assigned Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City. This provision shall survive the expiration or terminating of this Agreement.

18. **Ownership of Documents**. All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of the City upon the City's compensation to Consultant for its services as herein provided. Consultant shall not release to others information furnished by the City without prior express written approval of the City. This provision shall survive the expiration or terminating of this Agreement.

19. **Copyrights.** Consultant agrees that any work prepared for the 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 the City, and agrees to provide all assistance reasonably requested by the City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at the City's expense, but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. This provision shall survive the expiration or terminating of this Agreement.

20. **Conflict of Interest**. Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Assigned 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, the 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.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded the 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 the City.

25. **Termination.** The 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, the City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to the City.

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

25.2 The 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 The City decides to abandon or postpone an Assigned 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, the City reserve the right to withhold and offset said amounts from payments or refunds or reimbursements owed by the City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by the City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, the 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 the 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 in the Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

29. **Nondiscrimination** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or 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**. The 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. **Digital and Counterpart Signatures**. Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

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

Exhibit "A" - Scope of Services
Exhibit "B" - Supplemental Agreement
Exhibit "C" - Key Personnel

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the 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

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
Chief Financial Officer

EFI GLOBAL, INC.,
a Delaware corporation authorized to do business in California

By: _____

Matthew Rodda
[Printed Name]

Vice President
Title

and

By: _____

[Printed Name]

[Title]

EXHIBIT "A"

SCOPE OF SERVICES

B. Statement of Understanding and Approach

EFI Global understands the needs of the City of Riverside and is willing and able to perform all services outlined in this RFP. EFI Global has been providing Environmental Site Assessments – Phase I, Phase II, Asbestos, and Lead-Based Paint Surveys for over 50 years and has had a presence in California since 2001. EFI Global has been providing industrial hygiene services to the City of Riverside since 2010 and currently provides as-needed environmental consulting services to the County of Riverside Facilities Management, the Western Riverside County Regional Conservation Authority (RCA), and Riverside County Transportation Commission (RCTC).

Phase I Environmental Site Assessment (ESA)

EFI Global offers highly professional environmental inspectors to prepare Phase I ESA reports for clients nationwide. EFI Global's environmental professionals conduct Phase I Environmental Site Assessments according to the Environmental Protection Agency's (EPA) All Appropriate Inquiry (AAI) and ASTM International E1527-21 standards; that means following the guidance of the ASTM Standard Practice for ESAs (E1527-21), the EPA All Appropriate Inquiry (AAI) Standard, and for Department of Housing and Urban Development (HUD) funded projects the HUD Multi-family Accelerated Process (MAP) 223(f) requirements including the completion of HUD Form 4128.

Phase II Environmental Site Assessment (ESA)

When the environmental assessment indicates the need for on-site sampling and analysis, or when the liabilities associated with the Phase I ESA dictate further action, a Phase II investigation is needed. EFI Global conducts Phase II ESAs and prepares reports presenting the findings, conclusions, and recommendations resulting from the assessments. Phase II ESAs include such activities as: underground storage tank (UST) release investigations, work plans, groundwater monitoring reports, consultant's Health and Safety Plans (HASPs), and all related reports, which shall be compliant with current USEPA, Code of Federal Regulations (CFR), and the ASTM International guidelines and standards. Phase II ESAs, reports, and plans shall also fulfill the requirements and guidelines of applicable local, State, and Federal regulators, as well as any City and County specifications. All Health and Safety Plans will be signed by a Certified Industrial Hygienist, at the client's request.

Asbestos and Lead-Based Paint Surveys

The Industrial Hygiene and Hazardous Materials Management team at EFI Global has the expertise, training, and regulatory knowledge needed to provide comprehensive investigation, analysis and consultation. The majority our hazardous materials projects are associated with the renovation or demolition of existing structures. Our services include building surveys, abatement design and bidding, abatement project oversight and monitoring, development of management plans, litigation support services, etc. In many projects, our services include addressing all building hazardous materials, such as: asbestos, lead paint, PCBs and Universal Waste. We have performed these services in all types of facilitates. All asbestos, lead, and PCB samples are submitted to third-party accredited laboratories for analysis.

Please see Section I, Sample Work Product / Work Plan Narrative for a detailed approach on how EFI Global will provide the above services.

Proposed Staffing

As previously mentioned, **Brian Brennan, EP** will serve as the **Contract and Senior Project Manager** and will be the **primary point-of-contact for the City** for the duration of the contract. Having accumulated more than 25 years of expertise in the environmental consulting and engineering industry, Mr. Brennan brings a wealth of knowledge to the assessment and management of different facets within Phase I and Phase II Environmental Site Assessments (ESA) pertaining to commercial real estate, expansive commercial ventures, and residential complexes. **His collaboration with the County of Riverside spans 15 years,** a period during which he adeptly supervised and engaged

in multiple Phase I, Phase II, and remediation undertakings. EFI Global understands the needs of the City and is prepared to begin work upon receipt of this award.

As an industry leader with a reputation built upon meeting and exceeding expectations, EFI Global is committed to building strong, mutually beneficial, long-term relationships with each of our clients. EFI Global maintains one of the largest staffs of Environmental Professionals (EPs) per 40CFR Part 312, Professional Geologists (PGs), Professional Civil Engineers (PEs), Certified Radon Residential Measurement Providers (RMPs), Certified Industrial Hygienists (CIHs), Certified Safety Professionals (CSPs), Toxicologists, Certified Asbestos Consultants (CACs), Certified Site Surveillance Technicians (CSSTs), Certified Lead Inspector/Assessors (LI/As), Certified Lead-related Construction Sampling Technicians (LSTs), and Certified Lead Project Monitors (LPMs and mold certified personnel in Southern California). Our professionals have worked on thousands of projects throughout California.

Each member of our multi-disciplinary team was selected for his or her technical proficiency, in-depth industry knowledge and commitment to professional integrity. Together, our diverse backgrounds and collective insights empower clients to make better-informed business decisions. This expertise coupled with extensive nationwide office coverage, has earned the firm a reputation for delivering timely responses that consistently meets our clients' expectations — anytime, anywhere.

C. Company Information

EFI Global is a full-service environmental and engineering firm specializing in environmental and property condition due diligence, phase I/II/III environmental site assessments, hazardous materials management and remediation, environmental spill response, biohazardous investigation and remediation, fire investigation and soot assessment, Industrial Hygiene (IH) services, and Specialty Consulting Services. EFI Global was founded in 1971 and has grown over the years to become a recognized leader in environmental engineering consulting services. EFI Global is part of Sedgwick, an environmental and insurance claims company which operates in 60 countries throughout the world. EFI Global completes more than 21,000 projects annually, for utilities, infrastructure, commercial, industrial, institutional, insurance, government, public, and private entities.

Corporate Information

C-Corporation registered in **California**

California General Contractor and Engineering **Contractor with A and B licenses (#885902)**

ISNetworld **No. 400-509731**

DIR registration **(1000034166)**

Federal Tax ID Number **34-2028648**

Annual Revenues of Approximately **$120 million**

Can bond up to **and in excess of $5 million**

More than **700 professionals in 40+ offices** throughout the United States

As a comprehensive environmental compliance firm, EFI Global specializes in Phase I/II/III environmental assessments, hazardous materials management and remediation, environmental spill response, biohazard investigation and remediation, fire investigation and soot assessment, Industrial Hygiene (IH) services, and Specialty Consulting services. In addition, EFI Global's expertise includes the preparation of Environmental Overview (EO), Environmental Assessment (EA), Tribal Environmental Impact Reports (TEIR) related to National Environmental Policy Act (NEPA) evaluations for Southern California Native American Tribes, and the preparation of Environmental Baseline Survey (EBS) following Air Force Instruction (AFI) 32-7020 *Environmental Restoration Program* Guidelines.

EFI Global completes projects worldwide for a wide range of clients, including municipal, commercial, industrial, institutional, insurance, government, public, and private entities. Also included are property owners and developers, regional, national, and international banks, construction lenders, agency lenders (Fannie Mae, Freddie

Mac, and HUD), real estate investment trusts, pension funds and their advisors, originators for commercial mortgage-backed securities, servicers, and attorneys.

Brian Brennan, EP, will serve as the Contract Manager and Senior Project manager for this contract. Mr. Brennan can be reached at brian.brennan@efiglobal.com or 310.854.6300. For more information on Mr. Brennan and the EFI Global team, please see the following *Section D, Company Personnel*.

EFI Global has a more than 700 professionals practicing in 42 offices nationwide, including five California offices to support the City.

EFI Global's Colton office located at 2275 La Crosse Ave, Suite 210, Colton, California 92324 will support this contract. In addition, the below California offices will be available to assist as needed.

Bakersfield	Los Angeles (Inglewood)	Rocklin	Sacramento
5329 Office Center Court Suite 229 Bakersfield, California 93309	317 South Isis Avenue, Suite 207 Inglewood, California 90301	555 Menlo Drive, Suite D Rocklin, California 95765	1172 National Drive, Suite 100 Sacramento, California 95834

EFI Global has not had any litigation, mediation, or arbitration related to the services outlined in this RFP in the past five years.

D. Company Personnel

Proposed Staffing

Contract Manager and Senior Project Manager

Brian Brennan, EP, will serve as Contract Manager and Senior Project Manager and will be the primary point-of-contact for the City for the duration of this contract and will be responsible for the successful completion of all project tasks assigned by the City. With over 25 years of experience, Mr. Brennan possesses extensive experience in the evaluation and administration of various components within Phase I and Phase II Environmental Site Assessments (ESA) relating to commercial real estate, large-scale commercial, and residential developments. He has partnered with the County of Riverside for 15 years, during which he effectively oversaw and participated in numerous Phase I, Phase II, and remediation projects. Since joining EFI Global, Mr. Brennan has completed dozens of Phase I ESA projects for both the County of Riverside, Resource Conservation Authority (RCA), and Riverside County Transportation Commission (RCTC). While working with the County in July 2012, Mr. Brennan served as an expert witness in *Superior Court of California, County of Riverside v. Alvin C. Assink, et al., Case No. RIC512629.*

Mr. Brennan will assure EFI Global has the team and equipment necessary throughout the duration of the contract and will be responsible for the review of all documents prior to submitting to the City. This review will ensure that task requirements have been adequately addressed and that appropriate technical standards have been met. He will ensure that all deliverables meet applicable and contractual requirements.

Task Managers

To facilitate a multi-disciplinary approach to servicing this contract, EFI Global has compiled three task groups to provide services across all environmental engineering disciplines (please see organizational chart). Upon award of contract, EFI Global Task Managers will report directly to Mr. Brennan and will ensure that the most recent procedures and guidelines are applied. Each will coordinate with Mr. Brennan and the City's project manager to determine the type and level of effort required for each task order. Task managers will serve as principal authors, and will oversee the efforts of respective project staff, and will ensure that field work and analyses in their disciplines are completed according to the City's requirements and industry standards.

EXHIBIT "B"

SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT

[CONSULTANT]

[PROJECT]

The Project Narrative for _____ Services ("Assigned Project"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, and Consultant's proposal dated _____, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, shall constitute a supplement to the Master Professional Consultant Services Agreement for Real Property Services for Various City Projects by and between the City and Consultant dated _____ ("Agreement"). Consultant agrees to perform the services described in the Project Narrative within the time set forth in the Project Narrative for a fee in an amount not to exceed $_____. Performance of the services shall be subject to the terms and conditions contained in the Agreement.

Dated this _____ day of _____, 20__.

[SIGNATURES ON FOLLOWING PAGE.]

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

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
Chief Financial Officer

[CONSULTANT]

By: _____

_____
[Printed Name]

_____
[Title]

and

By: _____

_____
[Printed Name]

_____
[Title]

EXHIBIT "A"

PROJECT NARRATIVE

EXHIBIT "B"

CONSULTANT'S PROPOSAL

EXHIBIT "C"

KEY PERSONNEL

Subcontractors

Although EFI Global will self-perform many of the services required by this contract, we have also assembled a uniquely qualified and talented team of subcontractors to effectively augment project needs. Our strategy is to utilize teaming partners that EFI Global has worked with in the past and that have experience providing services to and within the City of Riverside. By doing this, the City benefits from the experience gained from working together on numerous diverse, fast-paced projects. The subcontractors and the services they will provide are listed below. Any additional specialized subcontractors not listed below will be discussed with and approved by the City manager prior to engaging their services.

Geophysical Surveys: EFI Global partners with Subsurface Surveys & Associates, Inc. and Ground Penetrating Radar Systems to perform geophysical surveys primarily for site characterization, and to locate underground utilities. During the survey, other subsurface discoveries may be identified, including underground storage tanks, groundwater surveys, extent of landfill area, void, or sinkholes, buried drum location, fault and geologic hazards, archaeological sites of interest, abandoned well location, and toxic spill and plume mapping. Our geophysical team has provided innovative and cost-effective solutions on a wide range of projects, often reducing site exploration costs, and minimizing unexpected site conditions.

- Subsurface Surveys & Associates, Inc.
- Ground Penetrating Radar System

Drillers: All drilling subcontractors are proficient in Environmental drilling, hollow stem and solid stem auger, geoprobe/direct push drilling technologies; pot-holing services, installation of groundwater monitoring, air sparging, and soil vapor extraction wells; monitoring well and soil boring abandonment; concrete coring; and investigative derived waste (IDW) drum removal service.

- Kehoe Testing & Engineering
- ABC Liovin Drilling

Laboratories: EFI Global's Laboratory partners are Pace Analytical, Positive Lab Service, Eurofins CalScience, and EMSL/LA Testing. They specialize in the environmental analysis of soil, water, and air samples. Their chemists have extensive experience performing environmental analytical testing. The included subcontract laboratories are part of EFI Global's national subcontractor account program, and thus, EFI Global's regional offices uses them for most of our laboratory testing needs.

The laboratories have consistently met deliverable deadlines and has the capacity to provide the required analytical testing services required by various project types. All of the analytical methods used are United States Environmental Protection Agency (EPA) approved. Their Quality Systems are designed to provide analytical data that is scientifically sound, legally defensible and meets the data quality objectives for specific projects in a cost-effective manner. Their facility and quality programs are audited annually by multiple agencies which enables them to keep up with requirements and changes to compliance programs in real time.

- Pace Analytical
- Positive Lab Science
- Eurofins CalScience
- EMSL / LA Testing

Abilities of Personnel

EFI Global's team of highly qualified and experienced professionals is eager to accept the challenge of providing the City with the required services to assure the successful completion of projects under this contract. We are committed to providing the City with excellent service that is ready to begin immediately upon contract award. As an industry leader with a reputation built upon meeting and exceeding expectations, we are committed to building strong, mutually beneficial, long-term relationships with each of our clients. EFI Global's key environmental

professionals have excellent working relationships with regulatory agencies and have in-depth regulatory knowledge. In addition to public agencies, our professionals also have considerable experience with environmental challenges and compliance issues facing most industries.

EFI Global assures the City that we have the staff size, skills, and financial resources to properly serve your environmental engineering needs. EFI Global has the organizational structure and available staff in place to accommodate any workload and meet deliverable schedules. We will ensure successful project outcomes with clear and timely communication throughout every phase of each project. EFI Global's project team members have been carefully selected to meet the project requirements of experience and work approach to achieve the City's vision for this contract.

EFI Global's 60+ member California environmental team will dedicate six (6) Environmental Professionals (EPs), four (4) Professional Geologists (PGs), one (1) Professional Engineer (PE), three (3) Lead Inspector Assessors (LI/As), two (1) Lead Supervisors, three (3) Certified Asbestos Consultant (CACs), one (1) Certified Site Surveillance Technician (CSST), and one (1) Lead Sampling Technicians (LST) to service this contract.

Availability of Staff and Resources

EFI Global takes pride in being a short-notice and rapid response service provider, with professional staff located within the City of Riverside, as well as corporate and home office locations located throughout Southern California. Our team dedicated to the City affords us the resources and flexibility to respond to the City's requests during off hours and on an emergency basis as well as times when scheduled services are needed during off hours, including nighttime and weekends, due to work schedules. **Should emergency services be required, Brian Brennan, EP – Contract Manager and Senior Project Manager,** will coordinate work schedules to ensure that someone is available to the County 24 hours a day, seven days a week by both mobile telephone and electronic communication to ensure no lapse in the on-call availability for the County.

Please see below for our proposed team. Following this proposal, please find resumes for EFI Global's personnel.

MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT

EPIC LAND SOLUTIONS, INC.

CONSULTANT PANELS FOR REAL PROPERTY SERVICES FOR VARIOUS CITY PROJECTS (RFP No. 2291)

Appraisal Review Services

THIS MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and EPIC LAND SOLUTIONS, INC., a California corporation ("Consultant").

RECITALS

A. The City requires the services of a consultant that is experienced in providing Appraisal Review Services.

B. The City issued a Request for Proposals for purposes of establishing a panel of consultants experienced in providing consulting services in each of the following six categories: (1) Appraisal Services; (2) Acquisition Services; (3) Relocation Services; (4) Property Management Services – Interim and Full Scope; (5) Environmental Site Assessments – Phase 1, Phase 2, Asbestos, and Lead-Based Paint Surveys; and (6) Security Guard Services.

C. Consultant has the necessary experience in providing Appraisal Review Services.

D. Consultant has submitted a proposal to the City and has affirmed its willingness and ability to provide such services in said category.

E. The City may retain Consultant for various projects pursuant to this Agreement.

F. The total Contract Price, as defined herein, for all work assigned to Consultant shall be aggregated.

AGREEMENT

1. **Scope of Services.**

1.1 The City hereby retains Consultant to perform, and Consultant agrees to render, professional services for various City projects ("Assigned Project") as those services are more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference.

1.2 During the term of this Agreement, as the need arises, Consultant shall have the opportunity to submit proposals for Assigned Projects. The scope of work, including the completion date for the Assigned Project, will be as set forth in writing and issued by the City ("Project Narrative"). Any modification to the Services will also be set forth in the Project Narrative. All proposals submitted shall be reviewed by the Contract Administrator, as that term is defined below, and a single consultant will be selected to perform the services for that particular Assigned Project. Acceptance of Consultant's proposal shall be made in the form of a Supplemental Agreement for the Assigned Project, a sample of which is attached hereto as Exhibit "B" and incorporated herein by reference, or by Consultant's acceptance of the terms and conditions of the City's Purchase Order.

2. **Term**. This Agreement shall begin on the Effective Date and shall expire five (5) years thereafter ("Expiration Date") or the required date for completion of an Assigned Project, provided a project was assigned prior to the Expiration Date. If the maximum cumulative payment obligation is not reached, the City may, at its option, extend the term for one (1) additional three (3) year terms, not to exceed eight (8) years based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement. Pricing is to remain firm for the entire contract term, including any future extensions.

3. **Compensation/Payment**.

3.1 **Contract Price**. The total amount to be paid to Consultant for all Assigned Projects pursuant to this Agreement shall not exceed an aggregate of Two Hundred Fifty Thousand Dollars ($250,000.00) over the term of this Agreement.

3.2 Consultant shall receive compensation for all Services rendered under this Agreement as set forth in Exhibit "A" and set forth in the Supplemental Agreement or Purchase Order issued by the City. There will be no reimbursement for out-of-pocket expenses including but not limited to travel and lodging, local travel/mileage, photocopying, first class U.S. postage, telephone, facsimile, and mobile/telephone communication charges. With prior written approval, City may choose to approve reimbursement for overnight courier charges, certified return/receipt mail charges, and specialty reproduction charges at cost plus ten percent (10%) for administrative, coordination and handling time.

3.3 Payments shall be made in accordance with the City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed.

The invoices shall be delivered to the City at the address set forth in Section 4 hereof. For each Assigned Project, Consultant agrees that each assignment will be on a fixed fee basis, as mutually agreed to in writing by both City and Consultant prior to engagement of any assignment.

3.4 In the event Consultant fails, due to its own negligence, to submit any required report to City by the due date set forth in the Project Narrative, the fee to be received by Consultant may be reduced by ten percent (10%) each three (3) business day period that the report is late.

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	To Consultant
Community & Economic Development/RPS City of Riverside Attn: Department Director 3900 Main Street Riverside, CA 92522	Epic Land Solutions, Inc. Attn: Kari Anvick 1971 W. 190th Street, Suite 200 Torrance, CA 90504 contract@epicland.com kanvick@epicland.com

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 Department Director to administer this Agreement on behalf of the 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 designate a representative for each Assigned Project ("Project Representative"). Consultant's Project Representative shall be available to the City at all reasonable times and will be the primary individual performing the Services under the Assigned Project. 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 reference and assigned to perform portions of the Services shall remain assigned through completion of the Services. Any substitution of personnel or the Project Representative shall be subject to the City's written approval. In the event that the City and Consultant cannot agree as to the substitution of the Project Representative or other key personnel, the City shall be entitled to terminate this Agreement.

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 Department Director and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the City's 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 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. 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 the City. Consultant will reimburse Client 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 Contract, 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 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 the 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 the 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 the City's execution of this Agreement, Consultant shall file with the 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 the City. Any certificate filed with the City shall provide that the 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 the 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 the 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 the City and shall include the City and their 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 their 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.

12.4 **Errors and Omissions Insurance**. Prior to the 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 the City's request, Consultant shall provide the 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**. The City reserves the right to employ other Consultants in connection with the Assigned 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 the 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 the 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 the City's name or insignia, photographs of the Assigned Project, or any publicity pertaining to the Services or the Assigned Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City. This provision shall survive the expiration or terminating of this Agreement.

18. **Ownership of Documents**. All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of the City upon the City's compensation to Consultant for its services as herein provided. Consultant shall not release to others information furnished by the City without prior express written approval of the City. This provision shall survive the expiration or terminating of this Agreement.

19. **Copyrights.** Consultant agrees that any work prepared for the 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 the City, and agrees to provide all assistance reasonably requested by the City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at the City's expense, but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. This provision shall survive the expiration or terminating of this Agreement.

20. **Conflict of Interest**. Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Assigned 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, the 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.

23. **Waiver**. No action or failure to act by the City shall constitute a waiver of any right or duty afforded the 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 the City.

25. **Termination**. The 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, the City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to the City.

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

25.2 The 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 The City decides to abandon or postpone an Assigned 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, the City reserve the right to withhold and offset said amounts from payments or refunds or reimbursements owed by the City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by the City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, the 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 the 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 in the Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

29. **Nondiscrimination** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or 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**. The 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. **Digital and Counterpart Signatures**. Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

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

Exhibit "A" - Scope of Services
Exhibit "B" - Supplemental Agreement
Exhibit "C" - Key Personnel

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the 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

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
Chief Financial Officer

SANTOLUCITO DORE GROUP INC,
a California corporation

By: _____

_____
[Printed Name]

_____
[Title]

~~and~~

EPIC LAND SOLUTIONS, INC.
a California corporation

By: _____

Kevin Romito
[Printed Name]

CFO
[Title]

24-1600.1 SDW 9/12/24

EXHIBIT "A"

SCOPE OF SERVICES

Introduction

The City of Riverside has many important projects and goals outlined in its 2022-2027 Five-Year Capital Improvement Program (CIP) Budget. Measure Z one-cent sales tax, General Fund, RCTC Measure A half-cent sales tax, and grants provide essential funding for the City's continual investment in critical infrastructure, such as roads, sidewalks, and essential facilities.

Upcoming CIP projects involving new infrastructure facilities, such as **sidewalk gap closures, street widening projects, and at-grade rail crossing improvements**, may require professional real estate appraisal and acquisition services, even if only a temporary construction easement (TCE) or small portion of private property is needed to construct the improvements.

Ongoing work to purchase and/or condemn Southern California Edison (SCE) facilities and easement rights in areas previously annexed by the City may also be well-served by an experienced right of way team like Epic Land Solutions that has in-house **utility coordination experts** with relationships at SCE and **condemnation specialists.**

As the City pursues grant funding and works with stakeholder agencies, such as RCTC and the County, the right of way consultant can also support the City with realistic and **accurate cost estimates** for proposed real estate acquisitions and relocations, where required. Right of way cost estimates are actually required for Caltrans Data Sheet exhibits for **on-system highway improvement projects** and other Caltrans oversight projects. For ongoing property management, market rent studies and land valuations performed by certified general real estate appraisers are critical for lease and license revenue capture and reducing the City's liability.

We are Imbedded in the Riverside Community!

EPIC established its Inland Empire Regional Office in 2003. Today, we have a fully staffed team that collaborates daily from our Downtown **Riverside Office location near the Metrolink Station on Vine Street. Three full time staff reside within the City, and several more within local communities within the County. With this local team**—many of whom are Spanish-speaking --EPIC is uniquely qualified to represent the City and engage with the community to deliver real estate services. We are already part of the community!

*EPIC's Regional Office in downtown Riverside - **Just 2 minutes from Riverside City Hall!***

Meeting the Needs as an On-Call Service Provider

EPIC's right of way team understands the nature and demands of on-call contracts. Our team is built for on-calls and is ready to tackle any project, large or small. As a service provider specializing in on-call contracts, we are adept at handling variable schedule and contract demands. We offer the City the flexibility it needs to execute real property and right of way tasks, no matter how simple or complex. To fulfill the scope of requirements for right of way projects, EPIC can draw resources from our corporate office headquarters, Inland Empire Regional Office or our San Diego Regional Office to complete right of way services, sometimes concurrently, to meet project expectations.

Scope Understanding

The Real Property Services Division of the City, the Successor Agency of the Redevelopment Agency of the City (Successor Agency), and the Housing Authority of the City (Housing Authority), are seeking qualified professional consulting firms to provide on-call right of way, real property, and related services on an "as needed" basis. The City's purpose is to create a list of qualified Consultants to improve efficiency. Establishing a panel in each speciality will reduce redundancy in the review process and will streamline the selection of qualified firms for upcoming solicitations. The City's Real Property Services Division supports many departments, including but not limited to Parks, Recreation, and Public Works projects.

EPIC meets or exceeds each pre-requisite defined in the RFP. We are proposing on the following specialty service areas for on-call, as-needed basis:

- **Appraisal & Appraisal Review**
- **Acquisition**
- **Relocation**
- **Property Management - Interim and Full Scope**
- **Environmental Site Assessments - Phase I, Phase II, Asbestos, and Lead-Based Paint Surveys**

EPIC's right of way team are currently performing appraisal and acquisition services for approximately 12 property owners for the City's Murrieta Hot Springs Road Improvement Project. This 1.5-acre project along Margarita Road to Winchester Road is part of the City's Capital Improvement Program (CIP).

Approach to Scope of Services

EPIC is prepared to resolve real property issues as they relate to the City's improvement projects as an on-call, right of way consultant. EPIC will perform all right of way and property acquisition services in close coordination with the City and in accordance with county, state, and federal policies and procedures wherever applicable including Title VI of the Civil Rights Act of 1964, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the URA regulations that became effective in February 2005.

A Right of Way Program Built for Federal-Aid Projects

Our services are guided by the Caltrans Right of Way Manual and Caltrans Local Assistance Procedures Manual (LAPM), ensuring meticulous documentation and rigorous protocol for clearing the project right of way. From the Notice to Proceed to Project Close-Out, our file documentation and project methodology adheres and conforms to these critical guidelines to protect public agency's funding sources. EPIC routinely supports Caltrans Right of Way Data Sheets, and Right of Way Certification, which require substantial knowledge of Caltrans District 8 procedures, forms and requirements. Under this contract, EPIC will provide comprehensive right of way and real property consulting, relocation, and property management services for the City of Riverside, as needed.

EPIC's comprehensive slate of services covers all phases of right of way, from project development through construction, in compliance with Caltrans and federal FHWA funding programs:

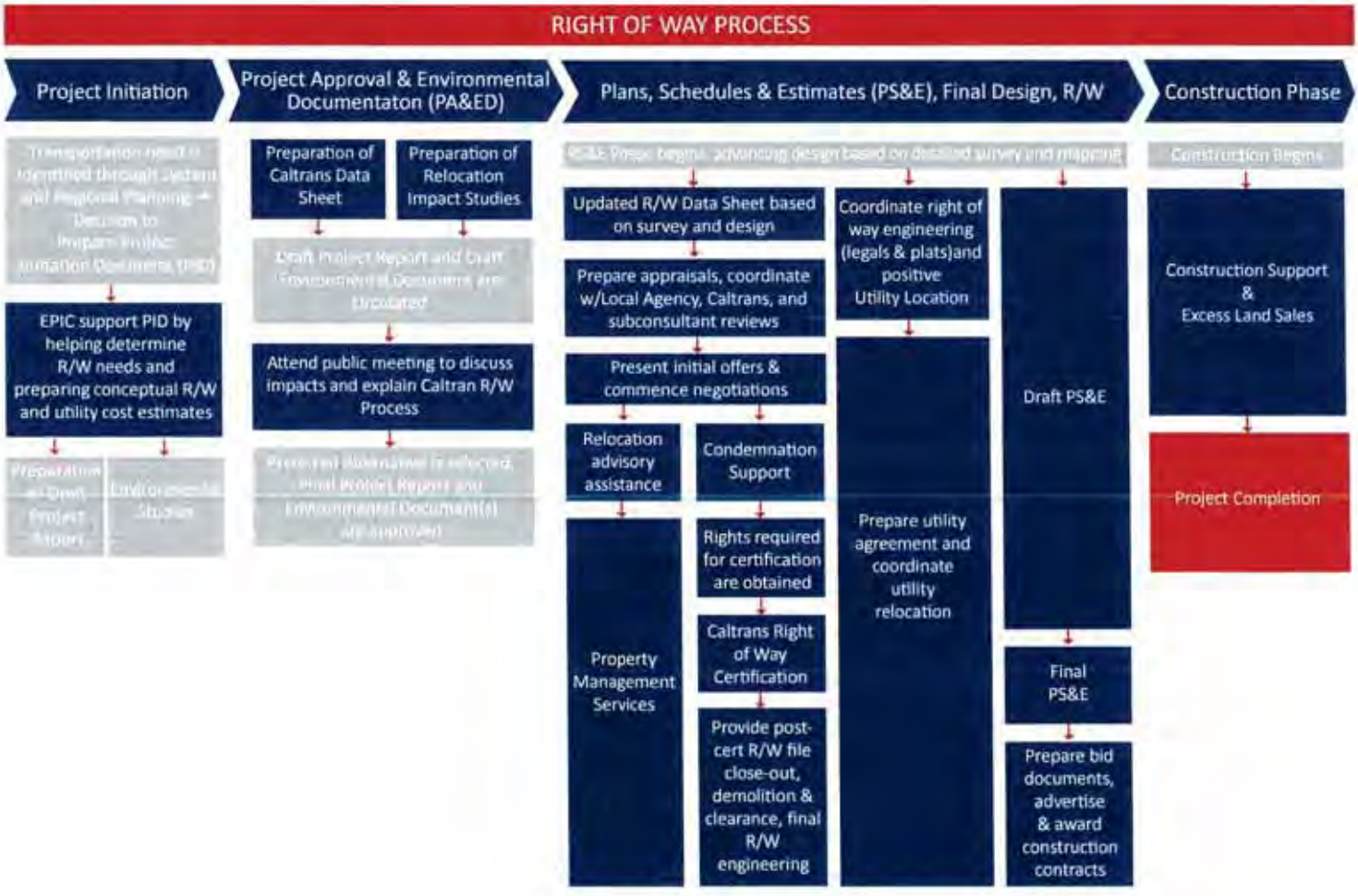


EXHIBIT "B"

SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT

[CONSULTANT]

[PROJECT]

The Project Narrative for _____ Services ("Assigned Project"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, and Consultant's proposal dated _____, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, shall constitute a supplement to the Master Professional Consultant Services Agreement for Real Property Services for Various City Projects by and between the City and Consultant dated _____ ("Agreement"). Consultant agrees to perform the services described in the Project Narrative within the time set forth in the Project Narrative for a fee in an amount not to exceed $_____. Performance of the services shall be subject to the terms and conditions contained in the Agreement.

Dated this _____ day of _____, 20__.

[SIGNATURES ON FOLLOWING PAGE.]

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

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
Chief Financial Officer

[CONSULTANT]

By: _____

_____
[Printed Name]

_____
[Title]

and

By: _____

_____
[Printed Name]

_____
[Title]

EXHIBIT "A"

PROJECT NARRATIVE

EXHIBIT "B"

CONSULTANT'S PROPOSAL

EXHIBIT "C"

KEY PERSONNEL

Subject Matter Experts

Kent Carpenter, MAI — *Senior Appraiser*

Certified General Real Estate Appraiser
Ph: (619) 787-7891

Kent Carpenter is a Caltrans Qualified Appraiser with over 36 years of experience of valuating properties. He specializes in the valuation of retail, residential, commercial, industrial, agricultural, and special purpose properties in California. Kent provides real estate appraisals in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) for federal, state, local, regulatory, and jurisdictional agencies. Kent manages all aspects of appraisal services and has valued total and partial acquisitions, temporary and permanent easements and determined property damages resulting from acquisitions and easements. Kent currently holds the title of "Officer" for the San Diego Chapter of the Appraisal Institute.

Relevant Experience

- Vine & 12th Market Value Appraisal, Riverside Transit Authority (RTA)
- Murrieta Juniper Street Appraisal, City of Murrieta (BRT), SBCTA
- Santa Gertrudis Creek Trail, City of Temecula

Certifications

MAI Designated Member, Appraisal Institute, #9746

Licenses

Certified General Real Estate Appraiser
State of California
CA #AG003087

Education

Bachelors
Financial Planning & Counceling, Brigham Young University

Tyler Kelleher, RWA — *Project Manager*

Right of Way Acquisition Lead
Ph: (951) 801-5389

Tyler Kelleher is an Project Manager with over six years of real property acquisition experience. Tyler excels at client relations and builds a strong rapport in her professional approach and communication with property owners. She is thorough in her documentation and prioritizing competing tasks. Serving public agencies for over five years, Tyler provides thorough title examination, and escrow support services. With additional background in customer service, Tyler takes pride in accountability to clients and finding answers to difficult questions. Tyler earned the Professional Right of Way Agent (RWA) designation through the International Right of Way Association (IRWA).

Relevant Experience

- Hot Springs Road, City of Murrieta
- I-15/Railroad Canyon Road Interchange, RCTC
- Avenue 50 from West City Limits to Cesar Chavez Street, City of Coachella

Certifications

Certified Right of Way Agent (RWA), International Right of Way Association (IRWA)

Licenses

Real Estate Salesperson
State of California
CA #02129531

Notary Public, CA Commission #2347113

Education

Bachelors
Political Science, San Diego State University

Subject Matter Experts

Addiel Flores, RWA, Broker – *Project Manager*

Relocation Services Lead
Ph: (951) 321-1835

Addiel is a Project Manager with over ten years of experience transacting real estate and performing acquisition/negotiations on behalf of public agencies for public works improvement projects. Addiel is experienced with the acquisition of property subject to eminent domain in California and has coordinated the sale of remnant land on behalf of government entities. He has performed relocation assistance services on a number of projects involving permanent and temporary commercial and residential relocations. He has successfully relocated homeowners, tenants, and business personal property. He has extensive experience with the Housing Authority of the City of Los Angeles (HACLA), providing over 400 total acquisitions.

Relevant Experience

- I-5 -73/Oso Pkwy Relocations OCTA
- Buchanan House Temp Residential Relocations, Home for Life Foundation
- Eastside School Relocations, Riverside Unified School District (RUSD)

Certifications

Certified Right of Way Agent (RWA), International Right of Way Association (IRWA)

Licenses

Real Estate Broker
State of California
CA #01944802

Education

Bachelors
Business Administration & Real Estate, California State Polytechnic University, Pomona

Darcy Mendoza, SR/WA, R/W-NAC - *Assistant Regional Manager*

Property Management Services Lead
Ph: (951) 283-0920

Darcy has been involved in all aspects of right of way work for over 20 years and has a strong understanding of the complexities related to real property transacting. Darcy is an excess land sales expert and she is up to date with current Surplus Land Act (SLA) guidelines and works directly with the California Department of Housing and Community Development (HCD) to process all necessary steps for affordable housing. She also provides property management services to aid public agencies in managing their portfolios of leases, licenses, and use agreements. Darcy's speciality services have included overseeing property maintenance & repairs, monitoring vacant land/properties, and any additional repairs and or necessary work to be performed.

Relevant Experience

- Railroad Property Management, RCTC
- On-Call Property Management Services, RCTC
- Surplus Land Sales, City of Murrieta
- Park Avenue Property Management Services, RUSD

Certifications

Senior Right of Way Professional (SR/WA), International Right of Way Association (IRWA); ROW Negotiation /Acquisition Specialist Certification (R/W-NAC), IRWA

Licenses

Real Estate Salesperson
State of California
CA #02004708

Education

General Studies
Saddleback College, Mission Viejo & Mt. San Jacinto College

Subconsultant Qualifications

GEOCON

EPIC has enlisted GEOCON, our preferred consultant to perform Phase I and Phase II ESA's, as needed for the City of Riverside, and will ensure availability of resources for this contract. GEOCON's services will be led by Adrian Escobar, PG, Geologist (see details below).

About: Geocon is a California corporation established in 1971 as a professional engineering consulting firm providing comprehensive geotechnical engineering, geotechnical instrumentation, environmental consulting, engineering geology, geotechnical instrumentation, and construction inspections, including materials testing and special inspections. In addition to these services, we also provide environmental remediation contracting (cleanup) services and operate soils and materials testing laboratories.

Geocon's Environmental Services will evaulate all aspects of sites owned by the City of Riveside with respect to potential, suspected, or known contaminations, including:

- The contaminant(s),
- The media impacted,
- Past/present/planned site use,
- Threat to human health and/or the environment,
- Our client's plan for the Site,
- Past/present/necessary or required regulatory oversight, and cost

Geocon will determine if remediation is necessary and help the City get over the environmental hurdles related to project site(s).

Adrian Escobar, PG - *Geologist*

Environmental Site Assessment Lead
Ph: (818) 841-8388

Adrian Escobar is a Staff Geologist at Geocon with five years of experience performing and managing Phase I Environmental Site Assessments, aerially deposited lead surveys, and geotechnical instrumentation installation and monitoring projects throughout the Orange County and Los Angeles areas. His experience encompasses a wide range of projects including public infrastructure, city and state facilities, commercial and residential developments, educational institutions, and multi-story structures with subterranean parking levels. Adrian is responsible for the coordination and execution of field exploration programs, assignment of laboratory testing, review and interpretation of test results, and the preparation of technical reports and letters.

Relevant Experience

- Hazardous Waste Identification/Removal Services, Caltrans D7 & D12
- Aerially Deposited Lead Site Investigations, Caltrans D12/ Statewide
- Hazardous Waste Services, Caltrans D12

Certifications

40-Hour HAZWOPER

Registrations

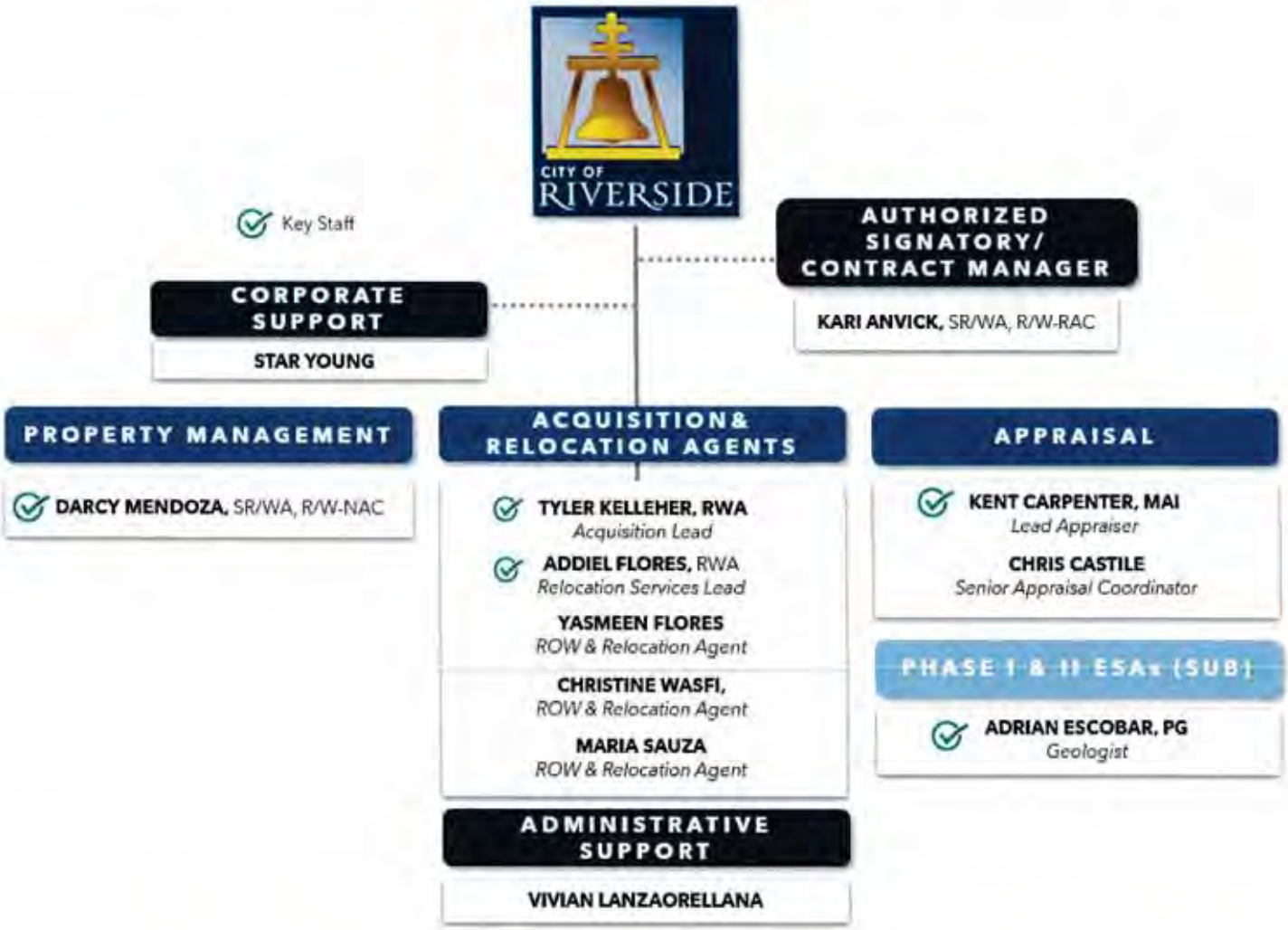
California
Professional Geologist, No. 10132

Education

Bachelors
Geology,
California State University, Fullerton

Staffing Organization

EPIC has assembled a team of qualified right of way professionals and trusted subconsultants to provide the City with expertise in appraisal, acquisition, relocation, and property management services. With staff local to Riverside, our assigned key personnel will be 100% available to the extent required for the City's contract task orders. Our right of way team will function as a high-performing extension of the City's staff and will work collaboratively alongside to assist in achieving project goals. Regular Meetings and Progress Reports will be performed for the City weekly as requested. EPIC's team are Caltrans-qualified, licensed brokers, right of way acquisiton professionals, public notaries, and specialists in the successful delivery of state and federally funded projects. Our designated team performs all right of way activities in accordance with the Caltrans Right of Way Manual. *See Key staff resumes in Appendix.*



EPIC's agents are crossed-trained in right of way acquisition and relocation assistance services.

MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT

EPIC LAND SOLUTIONS, INC.

CONSULTANT PANELS FOR REAL PROPERTY SERVICES FOR VARIOUS CITY PROJECTS (RFP No. 2291)

Property Management Services

THIS MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and EPIC LAND SOLUTIONS, INC., a California corporation ("Consultant").

RECITALS

A. The City requires the services of a consultant that is experienced in providing Property Management Services.

B. The City issued a Request for Proposals for purposes of establishing a panel of consultants experienced in providing consulting services in each of the following six categories: (1) Appraisal Services; (2) Acquisition Services; (3) Relocation Services; (4) Property Management Services – Interim and Full Scope; (5) Environmental Site Assessments – Phase 1, Phase 2, Asbestos, and Lead-Based Paint Surveys; and (6) Security Guard Services.

C. Consultant has the necessary experience in providing Property Management Services.

D. Consultant has submitted a proposal to the City and has affirmed its willingness and ability to provide such services in said category.

E. The City may retain Consultant for various projects pursuant to this Agreement.

F. The total Contract Price, as defined herein, for all work assigned to Consultant shall be aggregated.

AGREEMENT

1. **Scope of Services.**

1.1 The City hereby retains Consultant to perform, and Consultant agrees to render, professional services for various City projects ("Assigned Project") as those services are more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference.

1.2 During the term of this Agreement, as the need arises, Consultant shall have the opportunity to submit proposals for Assigned Projects. The scope of work, including the completion date for the Assigned Project, will be as set forth in writing and issued by the City ("Project Narrative"). Any modification to the Services will also be set forth in the Project Narrative. All proposals submitted shall be reviewed by the Contract Administrator, as that term is defined below, and a single consultant will be selected to perform the services for that particular Assigned Project. Acceptance of Consultant's proposal shall be made in the form of a Supplemental Agreement for the Assigned Project, a sample of which is attached hereto as Exhibit "B" and incorporated herein by reference, or by Consultant's acceptance of the terms and conditions of the City's Purchase Order.

2. **Term.** This Agreement shall begin on the Effective Date and shall expire five (5) years thereafter ("Expiration Date") or the required date for completion of an Assigned Project, provided a project was assigned prior to the Expiration Date. If the maximum cumulative payment obligation is not reached, the City may, at its option, extend the term for one (1) additional three (3) year terms, not to exceed eight (8) years based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement. Pricing is to remain firm for the entire contract term, including any future extensions.

3. **Compensation/Payment.**

3.1 **Contract Price.** The total amount to be paid to Consultant for all Assigned Projects pursuant to this Agreement shall not exceed an aggregate of Two Hundred Fifty Thousand Dollars ($250,000.00) over the term of this Agreement.

3.2 Consultant shall receive compensation for all Services rendered under this Agreement as set forth in Exhibit "A" and set forth in the Supplemental Agreement or Purchase Order issued by the City. There will be no reimbursement for out-of-pocket expenses including but not limited to travel and lodging, local travel/mileage, photocopying, first class U.S. postage, telephone, facsimile, and mobile/telephone communication charges. With prior written approval, City may choose to approve reimbursement for overnight courier charges, certified return/receipt mail charges, and specialty reproduction charges at cost plus ten percent (10%) for administrative, coordination and handling time.

3.3 Payments shall be made in accordance with the City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed.

The invoices shall be delivered to the City at the address set forth in Section 4 hereof. For each Assigned Project, Consultant agrees that each assignment will be on a fixed fee basis, as mutually agreed to in writing by both City and Consultant prior to engagement of any assignment.

3.4 In the event Consultant fails, due to its own negligence, to submit any required report to City by the due date set forth in the Project Narrative, the fee to be received by Consultant may be reduced by ten percent (10%) each three (3) business day period that the report is late.

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	To Consultant
Community & Economic Development/RPS City of Riverside Attn: Department Director 3900 Main Street Riverside, CA 92522	Epic Land Solutions, Inc. Attn: Kari Anvick 1971 W. 190th Street, Suite 200 Torrance, CA 90504 contract@epicland.com kanvick@epicland.com

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 Department Director to administer this Agreement on behalf of the 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 designate a representative for each Assigned Project ("Project Representative"). Consultant's Project Representative shall be available to the City at all reasonable times and will be the primary individual performing the Services under the Assigned Project. 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 reference and assigned to perform portions of the Services shall remain assigned through completion of the Services. Any substitution of personnel or the Project Representative shall be subject to the City's written approval. In the event that the City and Consultant cannot agree as to the substitution of the Project Representative or other key personnel, the City shall be entitled to terminate this Agreement.

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 Department Director and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the City's 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 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. 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 the City. Consultant will reimburse Client 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 Contract, 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 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 the 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 the 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 the City's execution of this Agreement, Consultant shall file with the 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 the City. Any certificate filed with the City shall provide that the 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 the 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 the 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 the City and shall include the City and their 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 their 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.

12.4 **Errors and Omissions Insurance.** Prior to the 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 the City's request, Consultant shall provide the 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.** The City reserves the right to employ other Consultants in connection with the Assigned 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 the 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 the 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 the City's name or insignia, photographs of the Assigned Project, or any publicity pertaining to the Services or the Assigned Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City. This provision shall survive the expiration or terminating of this Agreement.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of the City upon the City's compensation to Consultant for its services as herein provided. Consultant shall not release to others information furnished by the City without prior express written approval of the City. This provision shall survive the expiration or terminating of this Agreement.

19. **Copyrights.** Consultant agrees that any work prepared for the 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 the City, and agrees to provide all assistance reasonably requested by the City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at the City's expense, but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. This provision shall survive the expiration or terminating of this Agreement.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Assigned 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, the 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.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded the 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 the City.

25. **Termination.** The 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, the City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to the City.

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

25.2 The 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 The City decides to abandon or postpone an Assigned 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, the City reserve the right to withhold and offset said amounts from payments or refunds or reimbursements owed by the City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by the City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, the 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 the 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 in the Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

29. **Nondiscrimination** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or 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**. The 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. **Digital and Counterpart Signatures**. Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

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

Exhibit "A" - Scope of Services
Exhibit "B" - Supplemental Agreement
Exhibit "C" - Key Personnel

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the 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

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
for Chief Financial Officer

EPIC LAND SOLUTIONS, INC. a California corporation

By: _____

Darin Hittle
[Printed Name]

Chief Executive Officer
[Title]

and

By: _____

Kevin Romito
[Printed Name]

Chief Financial Officer
[Title]

24-1611.1 SDW 9/16/24

EXHIBIT "A"

SCOPE OF SERVICES

Introduction

The City of Riverside has many important projects and goals outlined in its 2022-2027 Five-Year Capital Improvement Program (CIP) Budget. Measure Z one-cent sales tax, General Fund, RCTC Measure A half-cent sales tax, and grants provide essential funding for the City's continual investment in critical infrastructure, such as roads, sidewalks, and essential facilities.

Upcoming CIP projects involving new infrastructure facilities, such as **sidewalk gap closures, street widening projects, and at-grade rail crossing improvements**, may require professional real estate appraisal and acquisition services, even if only a temporary construction easement (TCE) or small portion of private property is needed to construct the improvements.

Ongoing work to purchase and/or condemn Southern California Edison (SCE) facilities and easement rights in areas previously annexed by the City may also be well-served by an experienced right of way team like Epic Land Solutions that has in-house **utility coordination experts** with relationships at SCE and **condemnation specialists.**

As the City pursues grant funding and works with stakeholder agencies, such as RCTC and the County, the right of way consultant can also support the City with realistic and **accurate cost estimates** for proposed real estate acquisitions and relocations, where required. Right of way cost estimates are actually required for Caltrans Data Sheet exhibits for **on-system highway improvement projects** and other Caltrans oversight projects. For ongoing property management, market rent studies and land valuations performed by certified general real estate appraisers are critical for lease and license revenue capture and reducing the City's liability.

We are Imbedded in the Riverside Community!

EPIC established its Inland Empire Regional Office in 2003. Today, we have a fully staffed team that collaborates daily from our Downtown **Riverside Office location near the Metrolink Station on Vine Street. Three full time staff reside within the City, and several more within local communities within the County. With this local team**—many of whom are Spanish-speaking --EPIC is uniquely qualified to represent the City and engage with the community to deliver real estate services. We are already part of the community!

*EPIC's Regional Office in downtown Riverside - **just 2 minutes from Riverside City Hall!***

Meeting the Needs as an On-Call Service Provider

EPIC's right of way team understands the nature and demands of on-call contracts. Our team is built for on-calls and is ready to tackle any project, large or small. As a service provider specializing in on-call contracts, we are adept at handling variable schedule and contract demands. We offer the City the flexibility it needs to execute real property and right of way tasks, no matter how simple or complex. To fulfill the scope of requirements for right of way projects, EPIC can draw resources from our corporate office headquarters, Inland Empire Regional Office or our San Diego Regional Office to complete right of way services, sometimes concurrently, to meet project expectations.

Scope Understanding

The Real Property Services Division of the City, the Successor Agency of the Redevelopment Agency of the City (Successor Agency), and the Housing Authority of the City (Housing Authority), are seeking qualified professional consulting firms to provide on-call right of way, real property, and related services on an "as needed" basis. The City's purpose is to create a list of qualified Consultants to improve efficiency. Establishing a panel in each speciality will reduce redundancy in the review process and will streamline the selection of qualified firms for upcoming solicitations. The City's Real Property Services Division supports many departments, including but not limited to Parks, Recreation, and Public Works projects.

EPIC meets or exceeds each pre-requisite defined in the RFP. We are proposing on the following specialty service areas for on-call, as-needed basis:

- **Appraisal & Appraisal Review**
- **Acquisition**
- **Relocation**
- **Property Management - Interim and Full Scope**
- **Environmental Site Assessments - Phase I, Phase II, Asbestos, and Lead-Based Paint Surveys**

EPIC's right of way team are currently performing appraisal and acquisition services for approximately 12 property owners for the City's Murrieta Hot Springs Road Improvement Project. This 1.5-acre project along Margarita Road to Winchester Road is part of the City's Capital Improvement Program (CIP).

Approach to Scope of Services

EPIC is prepared to resolve real property issues as they relate to the City's improvement projects as an on-call, right of way consultant. EPIC will perform all right of way and property acquisition services in close coordination with the City and in accordance with county, state, and federal policies and procedures wherever applicable including Title VI of the Civil Rights Act of 1964, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the URA regulations that became effective in February 2005.

A Right of Way Program Built for Federal-Aid Projects

Our services are guided by the Caltrans Right of Way Manual and Caltrans Local Assistance Procedures Manual (LAPM), ensuring meticulous documentation and rigorous protocol for clearing the project right of way. From the Notice to Proceed to Project Close-Out, our file documentation and project methodology adheres and conforms to these critical guidelines to protect public agency's funding sources. EPIC routinely supports Caltrans Right of Way Data Sheets, and Right of Way Certification, which require substantial knowledge of Caltrans District 8 procedures, forms and requirements. Under this contract, EPIC will provide comprehensive right of way and real property consulting, relocation, and property management services for the City of Riverside, as needed.

EPIC's comprehensive slate of services covers all phases of right of way, from project development through construction, in compliance with Caltrans and federal FHWA funding programs:

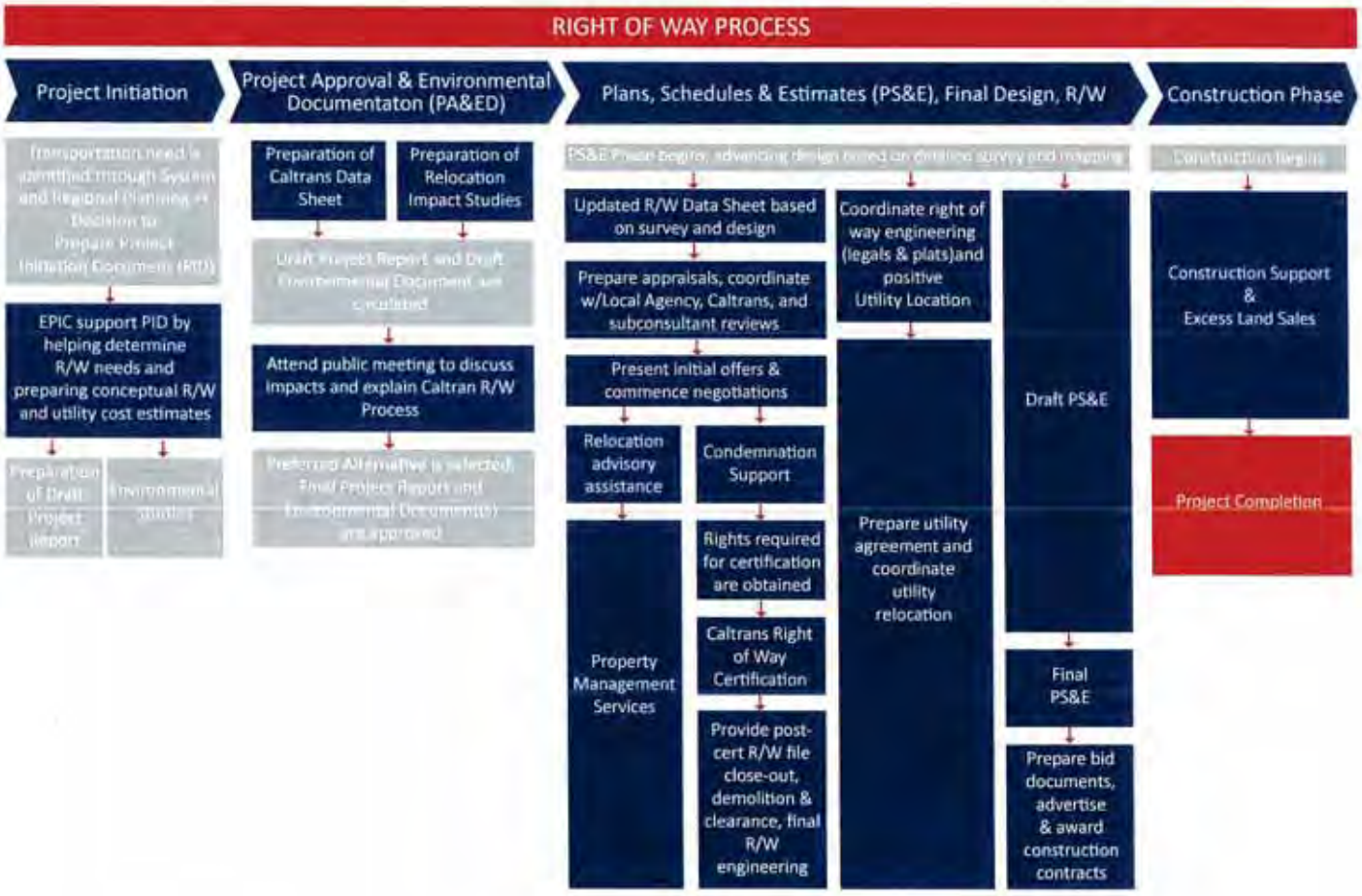


EXHIBIT "B"

SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT

[CONSULTANT]

[PROJECT]

The Project Narrative for _____ Services ("Assigned Project"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, and Consultant's proposal dated _____, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, shall constitute a supplement to the Master Professional Consultant Services Agreement for Real Property Services for Various City Projects by and between the City and Consultant dated _____ ("Agreement"). Consultant agrees to perform the services described in the Project Narrative within the time set forth in the Project Narrative for a fee in an amount not to exceed $_____. Performance of the services shall be subject to the terms and conditions contained in the Agreement.

Dated this _____ day of _____, 20__.

[SIGNATURES ON FOLLOWING PAGE.]

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

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
Chief Financial Officer

[CONSULTANT]

By: _____

_____
[Printed Name]

_____
[Title]

and

By: _____

_____
[Printed Name]

_____
[Title]

EXHIBIT "A"

PROJECT NARRATIVE

EXHIBIT "B"

CONSULTANT'S PROPOSAL

EXHIBIT "C"

KEY PERSONNEL

Subject Matter Experts

Kent Carpenter, MAI — *Senior Appraiser*

Certified General Real Estate Appraiser
Ph: (619) 787-7891

Kent Carpenter is a Caltrans Qualified Appraiser with over 36 years of experience of valuating properties. He specializes in the valuation of retail, residential, commercial, industrial, agricultural, and special purpose properties in California. Kent provides real estate appraisals in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) for federal, state, local, regulatory, and jurisdictional agencies. Kent manages all aspects of appraisal services and has valued total and partial acquisitions, temporary and permanent easements and determined property damages resulting from acquisitions and easements. Kent currently holds the title of "Officer" for the San Diego Chapter of the Appraisal Institute.

Relevant Experience

- Vine & 12th Market Value Appraisal, Riverside Transit Authority (RTA)
- Murrieta Juniper Street Appraisal, City of Murrieta (BRT), SBCTA
- Santa Gertrudis Creek Trail, City of Temecula

Certifications

MAI Designated Member, Appraisal Institute, #9746

Licenses

Certified General Real Estate Appraiser
State of California
CA #AG003087

Education

Bachelors
Financial Planning & Counceling, Brigham Young University

Tyler Kelleher, RWA — *Project Manager*

Right of Way Acquisition Lead
Ph: (951) 801-5389

Tyler Kelleher is an Project Manager with over six years of real property acquisition experience. Tyler excels at client relations and builds a strong rapport in her professional approach and communication with property owners. She is thorough in her documentation and prioritizing competing tasks. Serving public agencies for over five years, Tyler provides thorough title examination, and escrow support services. With additional background in customer service, Tyler takes pride in accountability to clients and finding answers to difficult questions. Tyler earned the Professional Right of Way Agent (RWA) designation through the International Right of Way Association (IRWA).

Relevant Experience

- Hot Springs Road, City of Murrieta
- I-15/Railroad Canyon Road Interchange, RCTC
- Avenue 50 from West City Limits to Cesar Chavez Street, City of Coachella

Certifications

Certified Right of Way Agent (RWA), International Right of Way Association (IRWA)

Licenses

Real Estate Salesperson
State of California
CA #02129531

Notary Public, CA Commission #2347113

Education

Bachelors
Political Science, San Diego State University

Subject Matter Experts

Addiel Flores, RWA, Broker — *Project Manager*

Relocation Services Lead
Ph: (951) 321-1835

Addiel is a Project Manager with over ten years of experience transacting real estate and performing acquisition/negotiations on behalf of public agencies for public works improvement projects. Addiel is experienced with the acquisition of property subject to eminent domain in California and has coordinated the sale of remnant land on behalf of government entities. He has performed relocation assistance services on a number of projects involving permanent and temporary commercial and residential relocations. He has successfully relocated homeowners, tenants, and business personal property. He has extensive experience with the Housing Authority of the City of Los Angeles (HACLA), providing over 400 total acquisitions.

Relevant Experience

- I-5 -73/Oso Pkwy Relocations OCTA
- Buchanan House Temp Residential Relocations, Home for Life Foundation
- Eastside School Relocations, Riverside Unified School District (RUSD)

Certifications

Certified Right of Way Agent (RWA), International Right of Way Association (IRWA)

Licenses

Real Estate Broker
State of California
CA #01944802

Education

Bachelors
Business Administration & Real Estate, California State Polytechnic University, Pomona

Darcy Mendoza, SR/WA, R/W-NAC - *Assistant Regional Manager*

Property Management Services Lead
Ph: (951) 283-0920

Darcy has been involved in all aspects of right of way work for over 20 years and has a strong understanding of the complexities related to real property transacting. Darcy is an excess land sales expert and she is up to date with current Surplus Land Act (SLA) guidelines and works directly with the California Department of Housing and Community Development (HCD) to process all necessary steps for affordable housing. She also provides property management services to aid public agencies in managing their portfolios of leases, licenses, and use agreements. Darcy's speciality services have included overseeing property maintenance & repairs, monitoring vacant land/properties, and any additional repairs and or necessary work to be performed.

Relevant Experience

- Railroad Property Management, RCTC
- On-Call Property Management Services, RCTC
- Surplus Land Sales, City of Murrieta
- Park Avenue Property Management Services, RUSD

Certifications

Senior Right of Way Professional (SR/WA), International Right of Way Association (IRWA); ROW Negotiation /Acquisition Specialist Certification (R/W-NAC), IRWA

Licenses

Real Estate Salesperson
State of California
CA #02004708

Education

General Studies
Saddleback College, Mission Viejo & Mt. San Jacinto College

Subconsultant Qualifications

GEOCON

EPIC has enlisted GEOCON, our preferred consultant to perform Phase I and Phase II ESA's, as needed for the City of Riverside, and will ensure availability of resources for this contract. GEOCON's services will be led by Adrian Escobar, PG, Geologist (see details below).

About: Geocon is a California corporation established in 1971 as a professional engineering consulting firm providing comprehensive geotechnical engineering, geotechnical instrumentation, environmental consulting, engineering geology, geotechnical instrumentation, and construction inspections, including materials testing and special inspections. In addition to these services, we also provide environmental remediation contracting (cleanup) services and operate soils and materials testing laboratories.

Geocon's Environmental Services will evaulate all aspects of sites owned by the City of Riveside with respect to potential, suspected, or known contaminations, including:

- The contaminant(s),
- The media impacted,
- Past/present/planned site use,
- Threat to human health and/or the environment,
- Our client's plan for the Site,
- Past/present/necessary or required regulatory oversight, and cost

Geocon will determine if remediation is necessary and help the City get over the environmental hurdles related to project site(s).

Adrian Escobar, PG - *Geologist*

Environmental Site Assessment Lead
Ph: (818) 841-8388

Adrian Escobar is a Staff Geologist at Geocon with five years of experience performing and managing Phase I Environmental Site Assessments, aerially deposited lead surveys, and geotechnical instrumentation installation and monitoring projects throughout the Orange County and Los Angeles areas. His experience encompasses a wide range of projects including public infrastructure, city and state facilities, commercial and residential developments, educational institutions, and multi-story structures with subterranean parking levels. Adrian is responsible for the coordination and execution of field exploration programs, assignment of laboratory testing, review and interpretation of test results, and the preparation of technical reports and letters.

Relevant Experience

- Hazardous Waste Identification/Removal Services, Caltrans D7 & D12
- Aerially Deposited Lead Site Investigations, Caltrans D12/ Statewide
- Hazardous Waste Services, Caltrans D12

Certifications

40-Hour HAZWOPER

Registrations

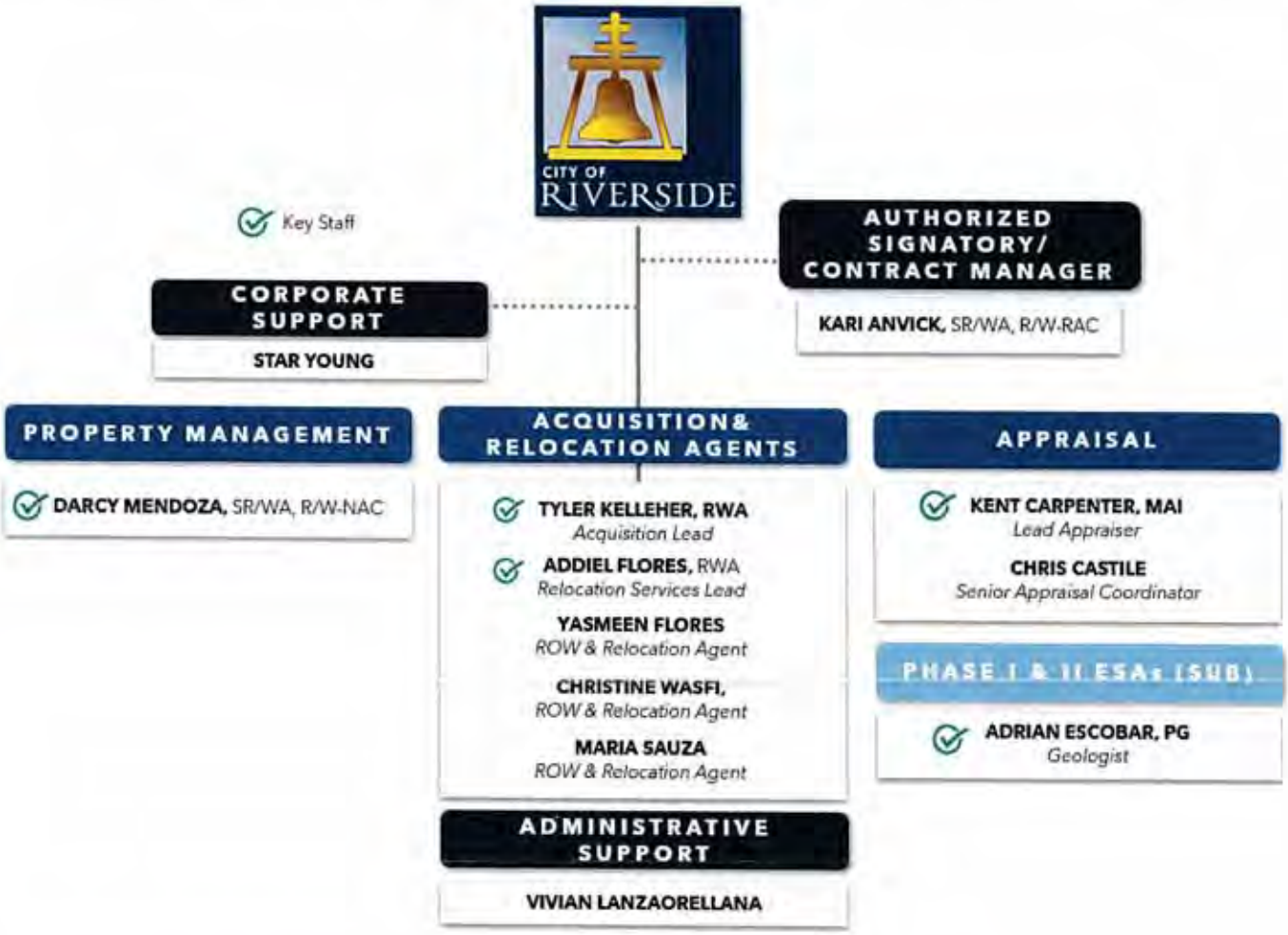
California Professional Geologist, No. 10132

Education

Bachelors Geology, California State University, Fullerton

Staffing Organization

EPIC has assembled a team of qualified right of way professionals and trusted subconsultants to provide the City with expertise in appraisal, acquisition, relocation, and property management services. With staff local to Riverside, our assigned key personnel will be 100% available to the extent required for the City's contract task orders. Our right of way team will function as a high-performing extension of the City's staff and will work collaboratively alongside to assist in achieving project goals. Regular Meetings and Progress Reports will be performed for the City weekly as requested. EPIC's team are Caltrans-qualified, licensed brokers, right of way acquisiton professionals, public notaries, and specialists in the successful delivery of state and federally funded projects. Our designated team performs all right of way activities in accordance with the Caltrans Right of Way Manual. *See Key staff resumes in Appendix.*



EPIC's agents are crossed-trained in right of way acquisition and relocation assistance services.

MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT

HODGES LACEY & ASSOCIATES LLC

CONSULTANT PANELS FOR REAL PROPERTY SERVICES FOR VARIOUS CITY PROJECTS (RFP No. 2291)

Fixture and Equipment Appraisal Services

THIS MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and HODGES LACEY & ASSOCIATES LLC, a California limited liability company ("Consultant").

RECITALS

A. The City requires the services of a consultant that is experienced in providing Fixture and Equipment Appraisal Services.

B. The City issued a Request for Proposals for purposes of establishing a panel of consultants experienced in providing consulting services in each of the following six categories: (1) Appraisal Services; (2) Acquisition Services; (3) Relocation Services; (4) Property Management Services – Interim and Full Scope; (5) Environmental Site Assessments – Phase 1, Phase 2, Asbestos, and Lead-Based Paint Surveys; and (6) Security Guard Services.

C. Consultant has the necessary experience in providing Fixture and Equipment Appraisal Services.

D. Consultant has submitted a proposal to the City and has affirmed its willingness and ability to provide such services in said category.

E. The City may retain Consultant for various projects pursuant to this Agreement.

F. The total Contract Price, as defined herein, for all work assigned to Consultant shall be aggregated.

AGREEMENT

1. **Scope of Services.**

1.1 The City hereby retains Consultant to perform, and Consultant agrees to render, professional services for various City projects ("Assigned Project") as those services are more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference.

1.2 During the term of this Agreement, as the need arises, Consultant shall have the opportunity to submit proposals for Assigned Projects. The scope of work, including the completion date for the Assigned Project, will be as set forth in writing and issued by the City ("Project Narrative"). Any modification to the Services will also be set forth in the Project Narrative. All proposals submitted shall be reviewed by the Contract Administrator, as that term is defined below, and a single consultant will be selected to perform the services for that particular Assigned Project. Acceptance of Consultant's proposal shall be made in the form of a Supplemental Agreement for the Assigned Project, a sample of which is attached hereto as Exhibit "B" and incorporated herein by reference, or by Consultant's acceptance of the terms and conditions of the City's Purchase Order.

2. **Term**. This Agreement shall begin on the Effective Date and shall expire five (5) years thereafter ("Expiration Date") or the required date for completion of an Assigned Project, provided a project was assigned prior to the Expiration Date. If the maximum cumulative payment obligation is not reached, the City may, at its option, extend the term for one (1) additional three (3) year terms, not to exceed eight (8) years based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement. Pricing is to remain firm for the entire contract term, including any future extensions.

3. **Compensation/Payment.**

3.1 **Contract Price**. The total amount to be paid to Consultant for all Assigned Projects pursuant to this Agreement shall not exceed an aggregate of Two Hundred Fifty Thousand Dollars ($250,000.00) over the term of this Agreement.

3.2 Consultant shall receive compensation for all Services rendered under this Agreement as set forth in Exhibit "A" and set forth in the Supplemental Agreement or Purchase Order issued by the City. There will be no reimbursement for out-of-pocket expenses including but not limited to travel and lodging, local travel/mileage, photocopying, first class U.S. postage, telephone, facsimile, and mobile/telephone communication charges. With prior written approval, City may choose to approve reimbursement for overnight courier charges, certified return/receipt mail charges, and specialty reproduction charges at cost plus ten percent (10%) for administrative, coordination and handling time.

3.3 Payments shall be made in accordance with the City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed.

The invoices shall be delivered to the City at the address set forth in Section 4 hereof. For each Assigned Project, Consultant agrees that each assignment will be on a fixed fee basis, as mutually agreed to in writing by both City and Consultant prior to engagement of any assignment.

3.4 In the event Consultant fails, due to its own negligence, to submit any required report to City by the due date set forth in the Project Narrative, the fee to be received by Consultant may be reduced by ten percent (10%) each three (3) business day period that the report is late.

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	To Consultant
Community & Economic Development/RPS City of Riverside Attn: Department Director 3900 Main Street Riverside, CA 92522	Hodges Lacey & Associates LLC Attn: Richard Hodges P. O. Box 1870 Thousand Oaks, CA 91358

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 Department Director to administer this Agreement on behalf of the 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 designate a representative for each Assigned Project ("Project Representative"). Consultant's Project Representative shall be available to the City at all reasonable times and will be the primary individual performing the Services under the Assigned Project. 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 reference and assigned to perform portions of the Services shall remain assigned through completion of the Services. Any substitution of personnel or the Project Representative shall be subject to the City's written approval. In the event that the City and Consultant cannot agree as to the substitution of the Project Representative or other key personnel, the City shall be entitled to terminate this Agreement.

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 Department Director and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the City's 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 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. 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 the City. Consultant will reimburse Client 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 Contract, 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 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 the 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 the 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 the City's execution of this Agreement, Consultant shall file with the 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 the City. Any certificate filed with the City shall provide that the 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 the 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 the 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 the City and shall include the City and their 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 their 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.

12.4 **Errors and Omissions Insurance.** Prior to the 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 the City's request, Consultant shall provide the 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.** The City reserves the right to employ other Consultants in connection with the Assigned 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 the 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 the 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 the City's name or insignia, photographs of the Assigned Project, or any publicity pertaining to the Services or the Assigned Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City. This provision shall survive the expiration or terminating of this Agreement.

18. **Ownership of Documents**. All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of the City upon the City's compensation to Consultant for its services as herein provided. Consultant shall not release to others information furnished by the City without prior express written approval of the City. This provision shall survive the expiration or terminating of this Agreement.

19. **Copyrights.** Consultant agrees that any work prepared for the 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 the City, and agrees to provide all assistance reasonably requested by the City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at the City's expense, but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. This provision shall survive the expiration or terminating of this Agreement.

20. **Conflict of Interest**. Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Assigned 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, the 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.

23. **Waiver**. No action or failure to act by the City shall constitute a waiver of any right or duty afforded the 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 the City.

25. **Termination**. The 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, the City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to the City.

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

25.2 The 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 The City decides to abandon or postpone an Assigned 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, the City reserve the right to withhold and offset said amounts from payments or refunds or reimbursements owed by the City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by the City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, the 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 the 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 in the Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

29. **Nondiscrimination** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or 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**. The 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. **Digital and Counterpart Signatures**. Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

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

Exhibit "A" - Scope of Services
Exhibit "B" - Supplemental Agreement
Exhibit "C" - Key Personnel

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the 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

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
for Chief Financial Officer

HODGES LACEY & ASSOCIATES LLC, a California limited liability company

By: _____

RICHARD HODGES
[Printed Name]

PARTNER
[Title]

and

By: _____

_____
[Printed Name]

_____
[Title]

EXHIBIT "A"

SCOPE OF SERVICES

STATEMENT OF UNDERSTANDING AND APPROACH

HLA's standard scope and approach in appraising the fixtures and equipment of businesses situated on properties to be acquired by public agencies are as follows:

- ✓ Upon commencement of the engagement, the real estate appraiser is contacted to discuss their approach to the property, as well as ours, in order to avoid duplication of compensation.
- ✓ At the earliest, as well as most appropriate time (which involves coordination with the client), contact letters are sent to the business owners to introduce ourselves, explain our function in the potential acquisition process and encourage their involvement in the appraisal process. Particularly as it pertains to identifying the fixtures and equipment owned and/or installed by the business. Follow-up calls are placed to arrange field visits.
- ✓ Upon arrival on-site, we interview the business owner and/or management regarding the history of the business and the tangible assets owned and request a tour of the facility.
- ✓ The bulk of our on-site visit consists of preparing an inventory of the improvements pertaining to the realty (trade fixtures) and movable equipment which we separate in our reports to assist in compensation versus relocation issues.
- ✓ Once the field work is complete we utilize generally accepted valuation methodology including primarily the cost approach and the market approach, to estimate the replacement cost new, fair market value in place and liquidation value of the appropriate items owned by each business.
- ✓ Finally, a narrative report is produced, including pictures. Before the report is delivered, we contact the real estate appraiser again to discuss our improvements list as a final reconciliation to avoid duplication of compensation.
- ✓ Additionally, HLA will coordinate appraisal activities with the client's other consultants, representatives and legal counsel during the appraisal process.

Hodges Lacey & Associates is a partnership of two, very experienced appraisers and we are very flexible and highly mobile in terms of availability and responsiveness to small and large projects alike.

Hodges Lacey & Associates, LLC's primary focus of business is providing fixtures and equipment appraisals for property acquisitions by public agencies. Within our appraisals, we separate improvements pertaining to the realty from movable equipment to better serve the client as well as the other consultants involved in the assignment. We also make great efforts to ascertain the ownership of assets. Aside from holding the designations of Accredited Senior Appraiser by the American Society of Appraisers (Machinery & Technical Specialties), we have many years of experience in the niche environment of working within the context of eminent domain and the complicated nuances of public agency property acquisitions. Michael Lacey's experience in real estate appraisal is a great asset to our technical knowledge when working in conjunction with real estate appraisers and sometimes needing to appraise major improvements on more complicated business occupied properties. We believe in proactive contact with all consultants involved in our assignments whether for technical interaction or the availability to be of assistance due to our intimate knowledge of the site.

EXHIBIT "B"

SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT

[CONSULTANT]

[PROJECT]

The Project Narrative for _____ Services ("Assigned Project"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, and Consultant's proposal dated _____, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, shall constitute a supplement to the Master Professional Consultant Services Agreement for Real Property Services for Various City Projects by and between the City and Consultant dated _____ ("Agreement"). Consultant agrees to perform the services described in the Project Narrative within the time set forth in the Project Narrative for a fee in an amount not to exceed $_____. Performance of the services shall be subject to the terms and conditions contained in the Agreement.

Dated this _____ day of _____, 20__.

[SIGNATURES ON FOLLOWING PAGE.]

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

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
Chief Financial Officer

[CONSULTANT]

By: _____

RICHARD HODGES
[Printed Name]

PARTNER
[Title]

and

By: _____

_____
[Printed Name]

_____
[Title]

EXHIBIT "A"

PROJECT NARRATIVE

EXHIBIT "B"

CONSULTANT'S PROPOSAL

EXHIBIT "C"

KEY PERSONNEL

COMPANY PERSONNEL

Richard Hodges, ASA
Partner, Senior Appraiser
310-528-0608 (cell)
rich@hlappraisal.com

Mr. Hodges has 33 years of expertise in the nuances of appraising fixtures and equipment for property acquisition by public agencies. He has worked directly with numerous relocation consultants, acquisition agents, public agencies, real property appraisers, attorneys, and business owners throughout California as well as Nevada, Arizona and Oregon.

Michael A. Lacey, ASA
Partner, Senior Appraiser
805-990-7092
mike@hlappraisal.com

Mr. Lacey has more than 25 years of experience in real and personal property appraisal and real estate development, including construction, property management and lease negotiations. He has specialized in the appraisal of fixtures and equipment since 2000. The majority of these assignments have been prepared for property acquisition by public agencies all over California as well as Nevada, Arizona and Oregon.

Both appraisers are Accredited Senior Appraisers with the American Society of Appraisers in the discipline of Mechanical and Technical Specialties.

MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT

OVERLAND, PACIFIC & CUTLER, LLC

CONSULTANT PANELS FOR REAL PROPERTY SERVICES FOR VARIOUS CITY PROJECTS (RFP No. 2291)

Relocation Services

THIS MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and OVERLAND, PACIFIC & CUTLER, LLC, a Delaware limited liability company to do business in California ("Consultant").

RECITALS

A. The City requires the services of a consultant that is experienced in providing Relocation Services.

B. The City issued a Request for Proposals for purposes of establishing a panel of consultants experienced in providing consulting services in each of the following six categories: (1) Appraisal Services; (2) Acquisition Services; (3) Relocation Services; (4) Property Management Services – Interim and Full Scope; (5) Environmental Site Assessments – Phase 1, Phase 2, Asbestos, and Lead-Based Paint Surveys; and (6) Security Guard Services.

C. Consultant has the necessary experience in providing Relocation Services.

D. Consultant has submitted a proposal to the City and has affirmed its willingness and ability to provide such services in said category.

E. The City may retain Consultant for various projects pursuant to this Agreement.

F. The total Contract Price, as defined herein, for all work assigned to Consultant shall be aggregated.