

## SERVICES AGREEMENT

### T. E. ROBERTS, INC.

#### Emergency and Non-Emergency General Contractor – RFP No. 2524

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and T. E. ROBERTS, INC., a California corporation (“Contractor”), mutually agree as follows:

1. **Scope of Services.** Contractor shall furnish all labor, materials and equipment for and perform the work of Emergency and Non-Emergency General Contractor – RFP No. 2524 (“Services”). Contractor shall perform the Services in accordance with the provisions and requirements of the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference.

2. **Term.** This Agreement shall be in effect from July 1, 2026, and shall remain in effect until June 30, 2029, unless otherwise terminated pursuant to the provisions herein. The term of the Agreement may be extended by mutual written consent of the parties for two (2) additional one (1) year terms.

3. **Compensation.** City shall pay Contractor for the performance of the Services during the initial term of this Agreement a Contract Price not to exceed amount of Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000.00), unless an increase is agreed to by the parties. City shall pay Contractor for Services performed to City’s satisfaction on a monthly basis in accordance with the provisions of the Compensation Schedule attached hereto as Exhibit “B” and incorporated herein by this reference. If the term of the Agreement is extended, Contractor’s compensation for the extended term shall be mutually agreed upon in writing by the parties.

4. **General Compliance with Laws.** Contractor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of Services by Contractor pursuant to this Agreement. Contractor 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.

5. **Business Tax Certificate.** As a condition of this Agreement, Contractor shall secure a business tax certificate to operate in the City of Riverside pursuant to Chapter 5.04 of the Riverside Municipal Code, and shall also secure any other licenses or permits which may be required.

6. **Business Tax and Penalties.** Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under the Agreement. Notice of such withholding and offset shall promptly be given to Contractor by City in

writing. In the event of a dispute as to the amount owed or whether such amount is owed to City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

7. **Personnel.** Contractor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. The key personnel are listed in Exhibit "C," attached hereto and incorporated herein by reference. Contractor shall furnish qualified personnel to perform the Services.

8. **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. Contractor acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Contractor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 11. The Contractor acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

9. **Independent Contractor.** In the performance of this Agreement, Contractor, and Contractor's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Contractor 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 Contractor, or to Contractor's employees, subcontractors and agents. Contractor, as an independent contractor, shall be responsible for any and all taxes that apply to Contractor as an employer.

10. **Indemnification.** Except as to the sole negligence or willful misconduct of the City, Contractor shall indemnify and hold harmless the City, and the City's employees, officers, managers, agents and council members from any liability, claim, damage or action whatsoever, to the extent it is based or asserted upon any wrongful act or omission of Contractor, its officers, employees, subcontractors, agents or representatives, or arises out of or in any way relates to this agreement including but not limited to property damage, bodily injury, or death. Contractor shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlement or awards, the City and the City's employees, officers, managers, agents and council members in any such action or claim. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of City. Contractor's obligations hereunder shall be satisfied when Contractor has provided to City the appropriate form of dismissal (or similar document) relieving the City from any liability for the action or claim

involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the City.

**11. Insurance.**

11.1 General Provisions. Prior to the City's execution of this Agreement, Contractor 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.

11.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations under Section 10 hereof.

11.1.2 Ratings. Any insurance policy or coverage provided by Contractor 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.

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

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

11.2 Workers' Compensation Insurance. By executing this Agreement, Contractor certifies that Contractor 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. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Contractor shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Contractor is self-insured for such coverage, or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

11.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Contractor 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 Contractor. The City, and its officers, employees and agents, shall be named as additional insureds under the Contractor's insurance policies.

11.3.1 Contractor'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.

11.3.2 Contractor'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 Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor owned vehicles and hired vehicles.

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

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

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

a. 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.

b. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12. **Termination.** City shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar days' written notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final written statement of the amount of services provided as of the date of such termination for payment by the City.

Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar days' written notice if:

- (1) Contractor fails to promptly begin performance of the Services;
- (2) Contractor fails to perform the Services;
- (3) Contractor discontinues performance of the Services;
- (4) Contractor fails to make payment to employees in accordance with applicable law;
- (5) Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction;
- (6) Contractor otherwise is guilty of breach of a provision of this Agreement;
- (7) Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.
- (8) A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

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

14. **City's Right to Employ Other Consultants/Contractors.** City reserves the right to employ other Contractors in connection with the Services. If the City is required to employ another contractor to complete Contractor's work, due to the failure of the Contractor to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Contractor.

15. **Conflict of Interest.** Contractor, 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, affected by the above-described Services. Contractor further warrants that neither Contractor, 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 Contractor will file with the City an affidavit disclosing any such interest.

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

17. **Prevailing Wage.** If applicable, pursuant to Section 1771 of the California Labor Code, Contractors are required to pay the general prevailing rates of per diem wages, overtime and holiday wages as determined by the Director of the Department of Industrial Relations and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing wage rates is available on-line at [www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm), and is referred to and made a part hereof as though fully set forth herein. Contractor is aware of and stipulates that Contractor will also comply with California Labor Code Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR, when applicable. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/PublicWorks/PublicWorks.html>.

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

To City

Finance Department  
City of Riverside  
Attn: Maria Guerrero  
3900 Main Street  
Riverside, CA 92522

To Contractor

T. E. Roberts, Inc.  
Attn: Timothy Roberts  
17771 Mitchell North  
Irvine, CA 92614

19. **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 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.

20. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any action or failure to act constitute

an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be agreed in writing.

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

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

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

24. **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.

25. **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.

26. **Interpretation.** City and Contractor 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.

26.1 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.

26.2 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.

26.3 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.

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

Exhibit “A” - Scope of Services

Exhibit “B” - Compensation

Exhibit “C” - Key Personnel

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

T. E. ROBERTS, INC., a California corporation

By: \_\_\_\_\_  
Mike Futrell  
City Manager

By: Timothy E Roberts  
Timothy E Roberts (Jun 3, 2026 18:02:08 PDT)  
Print Name: Timothy Roberts  
Title: President  
(Signature of Board Chair, President, or Vice President)

Attest: \_\_\_\_\_  
Donesia Gause  
City Clerk

**and**

By: Justin Roberts  
Print Name: Justin Roberts  
Title: Secretary  
(Signature of Secretary, Assistant Secretary, CFO, Treasurer or Assistant Treasurer)

CERTIFIED AS TO AVAILABILITY OF FUNDS:

By: Julie Nemes  
Chief Financial Officer

APPROVED AS TO FORM:

By: Sean Murphy  
Sean B. Murphy  
Deputy City Attorney

**EXHIBIT "A"**

**SCOPE OF SERVICES**

## EXHIBIT A

### SCOPE OF SERVICES

**The full scope of work shall include but not be limited to:**

- **Emergency response time shall be 60 minutes or less to arrive on location.**
- **Urgent calls shall have a mobilization time of 2 hours or less.**
- All repairs should not impact the City's daily operations.
- Documentation requirement for all projects - progress pictures of damaged area, daily summary of staff progress, and daily summary of work performed.
- Assist City staff on projects requiring work ten (10) feet below the surface.
- Proper and necessary traffic control for work performed in the public right-of-way.
- Assist City staff in responding to calls when the City's own equipment is down and unable to be used.
- Emergency and non-emergency cleanup and repair, including concrete grinding, gutter and sidewalk replacement, water leak detections, sewer line repair, painting/stripping, paving, and pothole investigations, and must be completed per City standards (<https://riversideca.gov/publicworks/sites/riversideca.gov.publicworks/files/pdf/Std-2025.pdf>).
- Assist City staff in either stopping or restoring the flow of water and sewer services.
- Assist the City's Water Division in replacing sections of City-owned tailpipe as required by an authorized staff member.
- Provide daily and/or continual cleanup of all refuse caused or created by this Subcontractor's work and/or its workmen.
- Provide emergency roof repairs.
- Provide masonry repair.
- Provide thermal and moisture protection.
- Provide equipment and/or materials as needed.
- Provide conveying equipment if repair is not able/possible.
- Provide Electrical Safety and Security (ex. gates)
- Provide earthwork services as needed to bring site to original state.
- Provide exterior improvements.
- Provide restroom facilities for Vendor's staff as needed.
- Repair/replacement of flooring and dry wall.
- Assist City staff with administrative and project management duties as requested by authorized City staff.
- As listed below and depending on sewer defect identified, Contractor shall:
  - **Root Intrusion:**
    - Clean lower lateral and remove root intrusion.
    - At a minimum, lower lateral shall be effectively cleaned using high-pressure water "hydro-jet" or other approved cleaning method effective in removing roots. Augers, snakes, or similar methods which may temporarily eliminate, or merely puncture, a blockage without removing roots are not considered effective.

- A post cleaning lower lateral recorded video inspection shall be conducted in accordance with the requirements below.
- Partially Collapsed Lateral:
  - Attempt to clear blockage from lower lateral with the intent of providing limited sewer service while the City considers the appropriate course of action.
  - A post work recorded video inspection shall be conducted in accordance with the requirements above.
- Offset Lateral:
  - Attempt to clear blockage from lower lateral with the intent of providing limited sewer service while the City considers the appropriate course of action.
  - A post work recorded video inspection shall be conducted in accordance with the requirements above.
- Fully Collapsed Lateral:
  - Mark location and depth of collapsed lateral.

### **Potential Scenarios**

The City receives calls from private residents and businesses when sewer or water services are not performing as usual. Frequent causes for these disruptions in service include, but are not limited to, offsets on sewer laterals, tree root invasions in water meter boxes and within sewer laterals.

The contractor(s) selected under this RFP may be required to respond to the scenarios mentioned in this section and other related situations that may arise.

**Scenario 1: Property Line Cleanout present and holding water (remove blockage & inspect).** Property has a cleanout present at the property line or easement boundary as required, and that cleanout is holding water. This observation would suggest there is a blockage within the city-owned portion of the lateral.

#### Presumed Scope of Work:

- Using property-line cleanout, contractor to clear blockage from lower lateral including the point of connection to the main line, if possible.
- Video inspection of lower lateral.
- Video inspection shall begin with an above-ground video confirmation of the property address and continuing with an uninterrupted recording of the CCTV camera entering the cleanout and proceeding through the lower lateral.
- The inspection shall continue until it reaches the main sewer line to which the lateral is connector or the point where the camera can no longer safely pass.
- Video inspection video shall include a footage counter which is clearly paused and set to zero feet at the point where the sewer line cleanout pipe transitions to the lateral pipeline.
- Contractor, upon observing any defects in the lower lateral (including but

not limited to root intrusion, pipe offset, partial or full pipe collapse) shall capture still images of each defect from the video inspection.

**Scenario 2: Property Line cleanout absent, licensed plumber confirms blockage in lower lateral (remove blockage & inspect).** Property owner does not have a cleanout present at the property line, but a licensed plumber has confirmed a blockage within the city-owned lower lateral.

**Property owner to install Property Line cleanout, if not, then:**

Presumed Scope of Work:

Prior to proceeding with any work, City shall review and approve any video, photographs, or other available information to confirm and agree to the presence of a blockage in the lower lateral.

- Same as Scenario 1 but using private cleanout under authority granted in [RMC 14.08.020C](#):

*A City inspector and/or City contractor shall be admitted at all reasonable hours at all parts of any premises connected with the sewerage system for the purpose of checking, either visually, by camera, or any other means, any facilities mentioned in this Chapter and establishing sewer service charges as provided in [Chapter 14.04](#).*

**Scenario 3: Property Line cleanout absent, presumed issue in lower lateral (inspect).**

Property owner does not have a cleanout present at the property line, but other information suggests a blockage within the city-owned lower lateral.

**Property owner to install Property Line cleanout, if not, then:**

Presumed Scope of Work:

Prior to proceeding with any work, City shall review and approve any video, photographs, or other available information to confirm and agree to the presence of a blockage in the lower lateral.

- Same as Scenario 1 but using private cleanout under authority granted in [RMC 14.08.020C](#) to inspect the lower lateral:

*A City inspector and/or City contractor shall be admitted at all reasonable hours at all parts of any premises connected with the sewerage system for the purpose of checking, either visually, by camera, or any other means, any facilities mentioned in this Chapter and establishing sewer service charges as provided in [Chapter 14.04](#).*

**Job Safety Site Procedures:**

- No alcohol or drugs will be used on the job at any time.
- Report all job accidents on the same day the accident occurs.
- Your employees are responsible for keeping your work area and the job site clean and neat on a daily basis.
- Stored materials, equipment and tools must be kept in an orderly fashion and out of the public right-of-way.
- All power activated tools, equipment and ladders will be used in a safe manner and in

- compliance with governmental agency regulations.
- Do not remove or bypass any safety guards on any machinery at any time.
- Wear safety glasses.
- No hazardous or toxic substances will be disposed of on the job site.
- When operating loud power tools or machinery, wear ear plugs or ear mufflers.
- Follow all other written and spoken safety rules.

Contractor(s) or appropriate subcontractor(s) shall be properly licensed for testing and inspection that occurs prior to project completion as necessary per project. Contractor(s) shall be responsible for obtaining all permits as required by City. Specific services will be coordinated with the City on a per project basis. Upon request of the City, the Contractor(s) will make such revisions to the work done under this agreement as are necessary to correct errors or omissions appearing therein and make other minor revisions. Contractor(s) acknowledges that the purpose of this Services Agreement is for emergency and non-emergency services only and agrees to provide staff with cost records and accounting pertaining to this agreement.

The contractor(s) selected for RFP# 2524 will need to be available to assist the City in responding to Emergency and Non-Emergency responses. "*Emergency*" means any occurrence or set of circumstances involving actual or imminent physical trauma or property damage which demands immediate action (RMC 7.10.060 – *Emergency*). "*Emergency work*" means work made necessary to restore property to a safe condition following a physical trauma or property damage caused by an *emergency* or work necessary to prevent or minimize damage from a potential *emergency* (7.10.065 - *Emergency work*). Emergency Conditions that prompt the need for Emergency work requests will include one or more of the following conditions: (A) a great public calamity; (B) An immediate need to prepare for national or local defense; (C) a breakdown in machinery, facilities, or essential services which requires the immediate Procurement of Goods, Services, or Construction to protect the public health, welfare, safety, property, or personal/confidential information (Section 301). The City's Risk Manager and authorized Risk Management staff will have authority to request Non-Emergency work needed where a hazard is identified in to minimize and avoid future damages. City departments are prohibited from using this agreement for routine maintenance that prompt the need for competitive and formal procurement as stated within Purchasing Resolution No. 24101.

#### ADDITIONAL TERMS OF AGREEMENT:

In the event of a conflict between documents the following order of precedence shall apply:

- 1) Agreement
- 2) City of Riverside's Request For Proposals
- 3) Company's Response to the Request For Proposals

Company Selected for RFP# 2524 is required to meet the following insurance requirements:

**EXHIBIT C****INSURANCE REQUIREMENTS**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work hereunder, and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors. With respect to General Liability, Errors & Omissions, Contractors Pollution Liability, and/or Asbestos Pollution Liability, coverage should be maintained for a minimum of five (5) years after contract completion.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions** applicable to the work being performed, with a limit no less than \$2,000,000.

**OTHER INSURANCE PROVISIONS:**

- **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- **Waiver of Subrogation-** Contractor hereby grants to Entity a waiver of subrogation which any insurer may acquire against Entity, its officers, officials, employees, and volunteers, from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.
- The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in

favor of the Entity for all work performed by the Contractor, its employees, agents, and subcontractors.

▪ For any claims related to this project, **the Contractor's insurance coverage shall be primary**

**insurance coverage** at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

### **Subcontractors**

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

### **Special Risks or Circumstances**

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

### **Umbrella or Excess Policy**

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

**EXHIBIT "B"**

**COMPENSATION**

**Labor rates are inclusive of all fees and costs.**

**Contractor is required to pay prevailing wage for all projects.**

**Equipment and Material mark-up fee shall not exceed 10% of mark-up.**



## EQUIPMENT RATE SHEET

### *City of Riverside*

Equipment expires 3-31-2026			
CLASSIFICATION	STANDARD (HR)	OVERTIME (HR)	DOUBLE TIME (HR)
SERVICE TRUCK W/ TOOLS ( )	\$ 71.59	\$ 107.38	\$ 143.18
PICK-UP TRUCK ( )	\$ 46.59	\$ 69.88	\$ 93.17
ARROWBOARD	\$ 16.56	\$ 24.84	\$ 33.12
MESSAGE BOARD/ DAY EA ( )	\$ 30.82	\$ 46.23	\$ 61.64
FLATBED TRUCK	\$ 60.31	\$ 90.46	\$ 120.61
EXCAVATOR (Mini)	\$ 48.14	\$ 72.21	\$ 96.28
EXCAVATOR (SM)	\$ 98.33	\$ 147.49	\$ 196.65
EXCAVATOR (MED)	\$ 155.00	\$ 232.50	\$ 309.99
EXCAVATOR (LRG)	\$ 202.49	\$ 303.74	\$ 404.98
BACKHOE (710)	\$ 113.05	\$ 169.57	\$ 226.09
BACKHOE (410)	\$ 81.68	\$ 122.53	\$ 163.37
LOWBED	\$ 61.81	\$ 92.72	\$ 123.63
SKIP LOADER	\$ 76.15	\$ 114.23	\$ 152.31
LOADER	\$ 90.24	\$ 135.36	\$ 180.48
WHEEL LOADER (544K)	\$ 159.82	\$ 239.72	\$ 319.63
DUMP TRUCK (BOBTAIL)	\$ 86.89	\$ 130.34	\$ 173.79
DUMP TRUCK (10-WHEEL)	\$ 106.67	\$ 160.01	\$ 213.35
DUMP TRUCK (SUPER-10)	\$ 119.89	\$ 179.83	\$ 239.78
DUMP TRUCK (END DUMP)	\$ 134.23	\$ 201.34	\$ 268.46
BOOM TRUCK	\$ 77.49	\$ 116.23	\$ 154.97
HYDRO STOMPER	\$ 42.45	\$ 63.67	\$ 84.89
AIR COMPRESSOR	\$ 30.11	\$ 45.16	\$ 60.21
STEEL PLATES (8X10) / DAY EA ( )	\$ 12.68	\$ 19.03	\$ 25.37
GENERATOR	\$ 21.48	\$ 32.22	\$ 42.96
2" PUMP	\$ 17.19	\$ 25.79	\$ 34.39
4" PUMP	\$ 20.00	\$ 30.00	\$ 40.00
3" MUD PUMP	\$ 20.00	\$ 30.00	\$ 40.00
JACKHAMMER (30LB)	\$ 19.47	\$ 29.20	\$ 38.94
JACKHAMMER (90LB)	\$ 25.33	\$ 38.00	\$ 50.67



TRENCH SHIELD	\$ 43.70	\$ 65.55	\$ 87.40
WELDING TRUCK	\$ 88.32	\$ 132.48	\$ 176.64
WATER TRUCK (2K)	\$ 65.32	\$ 97.98	\$ 130.64
WATER TRUCK (4K)	\$ 84.09	\$ 126.13	\$ 168.18
CONFINED SPACE EQPT	\$ 44.79	\$ 67.19	\$ 89.59
SHORING (HYDR JACK-2) / DAY EA ( )	\$ 12.91	\$ 19.37	\$ 25.83
BARRICADES ( )	\$ 1.48	\$ 2.23	\$ 2.97
DELINEATORS/ SIGNS ( )	\$ 1.96	\$ 2.93	\$ 3.91
TRAFFIC CONES ( )	\$ 0.44	\$ 0.66	\$ 0.87
VACTOR TRUCK	\$ 396.44	\$ 594.66	\$ 792.88
VACTOR TRAILER	\$ 73.40	\$ 110.11	\$ 146.81
BLOWERS / DAY	\$ 164.65	\$ 246.97	\$ 329.29
GAS MONITOR KIT / DAY	\$ 187.15	\$ 280.73	\$ 374.30
FENCE PANELS / DAY EA ( )	\$ 1.90	\$ 2.85	\$ 3.80
CRASH CUSHION / DAY EA ( )	\$ 6.61	\$ 9.92	\$ 13.23
JUMPING JACK/COMPACTOR/WHACKER	\$ 16.92	\$ 25.37	\$ 33.83
UNIVERSAL GRINDER	\$ 92.16	\$ 138.24	\$ 184.32
SWEeper ATTACHMENT	\$ 46.92	\$ 70.38	\$ 93.84
DRUM ROLLER	\$ 47.73	\$ 71.59	\$ 95.45
SKIDSTEER	\$ 55.79	\$ 83.68	\$ 111.57
SWEEPSTER (Lay Mòr)	\$ 189.96	\$ 284.94	\$ 379.91
EQUIPMENT TRAILER	\$ 49.82	\$ 74.73	\$ 99.64
DUMP TRAILER (TILT)	\$ 63.77	\$ 95.65	\$ 127.54
LIGHT TOWER	\$ 25.14	\$ 37.71	\$ 50.28
LIGHT TOWER (BALLON LIGHT) / NIGHT	\$ 64.06	\$ 96.08	\$ 128.11
BREAKER W/AIR COMPRESSOR	\$ 91.59	\$ 137.38	\$ 183.17
SAW-"Walk Behind"	\$ 44.77	\$ 67.15	\$ 89.54
ASPHALT ZIPPER	\$ 150.55	\$ 225.82	\$ 301.09
VIBRATORY ROLLER	\$ 78.20	\$ 117.30	\$ 156.40
VIBRATORY PLATE	\$ 18.72	\$ 28.08	\$ 37.44
PAVING MACHINE	\$ 272.86	\$ 409.29	\$ 545.72
CCTV	\$ 137.18	\$ 205.78	\$ 274.37
2" GOPHER	\$ 22.11	\$ 33.17	\$ 44.23



CRANE TRUCK	\$ 166.75	\$ 250.13	\$ 333.50
WATER BUFFALO	\$ 42.45	\$ 63.67	\$ 84.89

<b>LABOR</b>
COST PLUS 15%
<b>SUBCONTRACTOR</b>
COST PLUS 5%
<b>EQUIPMENT</b>
COST PLUS 10%
<b>MATERIAL</b>
COST PLUS 10%
<b>BOND FEES (AS NEEDED)</b>
1% OF VALUE OF WORK
<b>FUEL SURCHARGE</b>
6% OF EQUIPMENT COST
<b>DUMP FEES</b>
COST PLUS 10%



## LABOR RATE SHEET

### *City of Riverside*

07/01/2025 to 06/30/2026				
CLASSIFICATION	GROUP	STANDARD (HR)	OVERTIME (HR)	DOUBLE TIME (HR)
PROJECT MANAGER	N/A	\$ 252.32	\$ 378.48	\$ 504.64
SUPERINTENDENT	N/A	\$ 200.00	\$ 300.00	\$ 400.00
HDD LABORER (VAC TRUCK)	GROUP 4	\$ 132.94	\$ 199.41	\$ 265.88
TEAMSTER	GROUP 3	\$ 122.01	\$ 183.02	\$ 244.03
OPERATING ENGINEER (FOREMAN)	GROUP 8	\$ 161.98	\$ 242.97	\$ 323.97
OPERATING ENGINEER	GROUP 8	\$ 157.34	\$ 236.01	\$ 314.68
LABORER	GROUP 1	\$ 116.24	\$ 174.36	\$ 232.48
LABORER (PIPELAYER)	GROUP 4	\$ 120.34	\$ 180.51	\$ 240.68
LABORER (WELDER)	GROUP 5	\$ 120.88	\$ 181.32	\$ 241.77
LABORER (FOREMAN)	GROUP 5	\$ 123.98	\$ 185.97	\$ 247.96
LABORER (APPRENTICE)	GROUP 6	\$ 91.39	\$ 137.09	\$ 182.79

<b>LABOR</b>
COST PLUS 15%
<b>SUBCONTRACTOR</b>
COST PLUS 5%
<b>EQUIPMENT</b>
COST PLUS 10%
<b>MATERIAL</b>
COST PLUS 10%
<b>BOND FEES (AS NEEDED)</b>
1% OF VALUE OF WORK
<b>FUEL SURCHARGE</b>
6% OF EQUIPMENT COST
<b>DUMP FEES</b>
COST PLUS 10%

**EXHIBIT “C”**

**KEY PERSONNEL**



### **C. COMPANY INFORMATION**

The primary point of contact for the City of Riverside's On-Call Services will be Timothy Roberts, President of T.E. Roberts, Inc., who will provide executive oversight and serve as the main liaison from task order issuance through project completion.

#### **Timothy Roberts, President**

T.E. Roberts, Inc.  
17771 Mitchell North  
Irvine, CA 92614  
Email: troberts@teroberts.com  
Office: (714) 669-0072  
Mobile: (714) 353-2292

T.E. Roberts, Inc. is a California "C" Corporation.

The firm has not been involved in any ongoing litigation, mediation, or arbitration related to the performance of construction services for public agencies or private owners within the past five (5) years. Additionally, T.E. Roberts, Inc. has not been subject to any claims, disciplinary actions, or licensing violations during this period.

## D. COMPANY PERSONNEL

**Timothy Roberts, President**  
[troberts@teroberts.com](mailto:troberts@teroberts.com) / 714-353-2292  
**Oversees All Operations and Management**

Tim worked his way up from Equipment Operator to Foreman with another Southern California Pipeline Contractor before forming his own pipeline construction company in 1999. Tim has over 40 years' experience in pipeline construction.

**Joshua Solorio, Project Manager**  
[jsolorio@teroberts.com](mailto:jsolorio@teroberts.com) / 949-919-0129

Joshua has over 20 years' experience in local pipeline construction and started his pipeline construction career as a field laborer. Joshua transferred his field knowledge and organizational skills to project management where he excels at supervising multiple on-going projects with efficiency.

**Superintendent—Dave Pope**  
[dpope@teroberts.com](mailto:dpope@teroberts.com) / 714-788-0037

Supervises construction, quality control and safety. Dave has over 31 years' experience in pipeline construction and worked his way up to Foreman. He excels in managing large construction projects.

### **Project Coordinator(s):**

To Be Determined

### ***Office Administration***

#### **Office Manager:**

Kim Newett

[office@teroberts.com](mailto:office@teroberts.com) / 714-669-0072 x118

#### **Administrative Assistants:**

Shaylee Barsness

[bids@teroberts.com](mailto:bids@teroberts.com) / 714-669-0072 x112

Katie Todd

[rakt@teroberts.com](mailto:rakt@teroberts.com) / 714-669-0072 x108

### **Skilled Field Crew includes:**

Foremen, Equipment Operators, Teamsters, Laborers,  
Pipe Layers, Welders

### **Potential Subcontractors:**

To Be Determined