

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

PBS Engineers, Inc.

Mechanical Engineering Service for Design and Construction Administration for Replacement/Modification of Existing HVAC System (RFP No. 2308)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (“Effective Date”), by and between the CITY OF RIVERSIDE (“City”), a California charter city and municipal corporation and PBS ENGINEERS, INC., a California corporation (“Consultant”).

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit “A,” “Scope of Services” (“Services”), attached hereto and incorporated herein by reference, in conjunction with the Mechanical Engineering Service for Design and Construction Administration for Replacement/Modification of Existing System, RFP No. 2308 (“Project”).

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect for two (2) years, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Two Hundred Ninety-Nine Thousand Seven Hundred Dollars (\$299,700.00), payable in accordance with the terms set forth in Exhibit “B.” Said payment shall be made in accordance with City’s usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

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

To City

General Services  
City of Riverside  
Attn: Mike Combs  
3900 Main Street  
Riverside, CA 92522

To Consultant

PBS Engineers, Inc.  
Attn: Viraj Patel  
2100 East Route 66, Ste. 210  
Glendora, CA 91740

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](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm) and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

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

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

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

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

10. **Independent Contractor.**

10.1. In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to

Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

10.2. **Subsequent Contracts.** Consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the City to ensure that all bidders or proposers for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

## 11. **Indemnification.**

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

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

11.2 **Defense Obligation For Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement,

notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

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

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

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

## 12. Insurance.

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

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

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

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

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

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

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

anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City.

Consultant shall not release to others information furnished by City without prior express written approval of City.

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

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

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

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

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



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

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

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

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

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

25.2.2 City decides to abandon or postpone the Project.

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

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

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

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic

information, gender, gender identity, gender expression, or sexual orientation, 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. **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.

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

34.1 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.

34.2 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.

34.3 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.

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

Exhibit "A" - Scope of Services

Exhibit "B" - Compensation

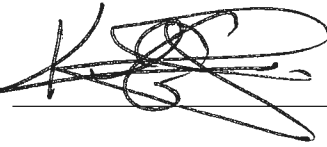
Exhibit "C" - Key Personnel

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

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

PBS Engineers, Inc., a California corporation

By: \_\_\_\_\_  
City Manager


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

Kunal G. Shah  
\_\_\_\_\_  
[Printed Name]  
President | CEO  
\_\_\_\_\_  
[Title]

Attest: \_\_\_\_\_  
City Clerk

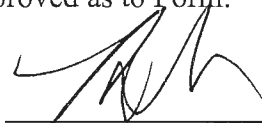
Certified as to Availability of Funds:

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

By:  \_\_\_\_\_  
~~to~~ Chief Financial Officer

MOHINI SHAH  
\_\_\_\_\_  
[Printed Name]  
Vice President  
\_\_\_\_\_  
[Title]

Approved as to Form:

By:  \_\_\_\_\_  
Ruthann M. Salera  
Deputy City Attorney

**EXHIBIT "A"**

**SCOPE OF SERVICES**

# Statement of Understanding and Approach

Understanding of Need: The PBS Design Team understands that the Mission Square Building need of Replacement of Heating Ventilation and Air Conditioning (HVAC) project shall have comprehensive plans that include dynamic deployment of personnel, resources, logistics that cater to an assortment of emergency circumstances as project includes replacement of vital equipment related to building central plant which comprises, Chillers, Cooling towers, Pumps, Hydronic piping, Fans, BMS Controls, and Boilers and VFDs. Design team understand the urgency of redundancy, phasing and project planning because disruption to building central plant equipment or cooling system serving the data room and server room could disrupt building operations, entire building workplace environment, and essential facilities at Mission square building. PBS design team worked on various similar project in the past where redundancy and phasing had a precedence during overall project design. We feel that this scope of work plays to the absolute strengths of the Team. Being a firm on the move always, we have consistently achieved success in operating under different time sensitive and critical operating conditions.

Our personnel are available on short notice from either one of its three locations, Glendora main office, Los Angeles and San Diego offices within one-hour. All key personnel utilize mobile based official email/text communication with vocal and video team conference capability that adhere to PBS motto of responsive readiness. PBS uses a web-based personnel tracking system that enables deployment of personnel in the vicinity of mission square for tackling emergency situations during construction administration phase as well as during design.

PBS will act with a sense of urgency to develop projects of time sensitive nature, with streamlined and practical designs, after hour's field observations, quick turnaround for comments and questions, running concurrent designs and quality controls programs. To further expedite the design processes and limit any unforeseen design issues which could impact the project, the design team will engage all appropriate stakeholders early in the project to ensure the program meets the needs of the facility and the end users. A key stakeholder is also the City Planning and Building Department. The Team employs a strategy to engage the plan checkers early in the design process to ensure the requirements from the city are appropriately addressed. This allows the City building department to provide preliminary comments which greatly reduces the permitting time of a project, while keeping them informed of the design intents.

PBS has extensive experience in providing services in support of capital projects to remediate, correct and upgrade MEP systems to ensure the continuous operation of essential facilities, and to prevent the disruption of construction. We are aware and experienced in working in the high-rise building environment and understand the importance of limiting impact to operations. The PBS team has been extensively involved in field investigations of central plant and intimately understands how to perform exhaustive field surveys without disrupting operations. Team can perform surveys after hours from 10pm to 6am which can considerably improve the overall efficiencies of the project without impacting the building operation. PBS feels that understanding the existing conditions is one of the most important tasks when designing within a building basement or available limited roof space.

The key to a successful project is to start the project correctly and efficiently. As a part of the initial design process, the design team will meet with City of Riverside Project Managers and project team to clearly define the scope of work for the projects that are anticipated. Next, the design team will plan out the schedule and key milestones of the project and identify the critical path items. These items will be tracked throughout the duration of the project in a "Critical Unresolved Issues List" which will identify the items and their resolutions throughout the project. This helps to keep the project streamlined and efficient through all the deliverables.

PBS recognizes that variety of projects will include the recommendation, selection, and design of MEP equipment appropriate for Central plant with Chillers, Cooling Tower Systems. The design team will provide Engineering Cost Estimates for potential construction costs of the projects relating to MEP systems. We will prepare load and energy calculations, design drawings and develop equipment specifications and procedures, ensuring that construction plans meet guidelines, standards, building codes and other applicable regulations. We will investigate and develop methods to reduce operating costs of a process as a part of our design progressions. PBS understands that cost and design are interwoven that requires continuous analysis and evolution. Success is achieved when both are monitored and balanced during design development.

In order to achieve success on any size project, a systematic approach is needed to ensure all aspect of the project are considered and accounted. Below is a plan employed by the design team:

- Perform a detailed System Evaluation of the MEP and Building structural systems to understand how they relate to the scope.
- Evaluate all available as-builts or perform a thorough field investigation to identify major existing conditions which will impact the design or schedule.
- Engage the Building Maintenance staff and relevant stakeholders for potential design options and selections.
- Meet with City of Riverside Permitting & Building department to understand any impacts to permitting and building code requirements.
- Perform Rough Order of Magnitude (ROM) costs associated with the planned options.
- Evaluate the established schedules and provide input on any Critical Path items.
- Technical Work Group (TWG) Meetings – Meetings with all design team members to review progress.
- Interdisciplinary Review (IDR) – Sessions to review the technical documents of all disciplines to ensure coordination and compliance.
- Comment Resolution Meetings (CRM) – Meetings to review comments from all key stakeholders to ensure all items are addressed and integrated.
- Constructability Review (CR) – Meetings to review constructability and feasibility of the designs to allow for appropriate bidding and cost estimating.

***The design team is committed to be an extension of the Mission Square Building operation and Management staff and provide all design services required.***

# Statement of Understanding and Approach

PBS attended the non-mandatory pre-proposal meeting on July 26, 2023, and walked the six story building of approximately 127,500 sq. ft, including level 7 roof penthouse mechanical room located at 3750 University Ave, Riverside, California. PBS reviewed and understands the scope of work for the upgrade and replacement of the existing Chiller Plant, including the replacement of the supply fans, return fans, pumps, boilers and headend controls serving the Mission Square Building.

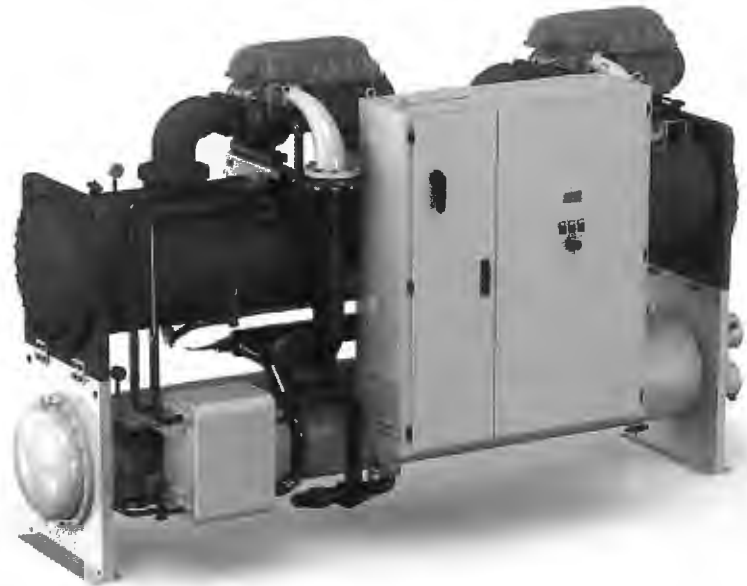
The HVAC system serving the Mission square building has been in operation over the past thirty-five (35) years. Per the preliminary site investigation of the Chiller Plant, we found that most of the equipment, including the chiller, pumps, supply fan, return fan,

boiler, dx coils, and refrigerant pipes unit and electrical disconnect switches serving the HVAC equipment are rusted and way past their life span. They have deteriorated over the 35 years of operation.

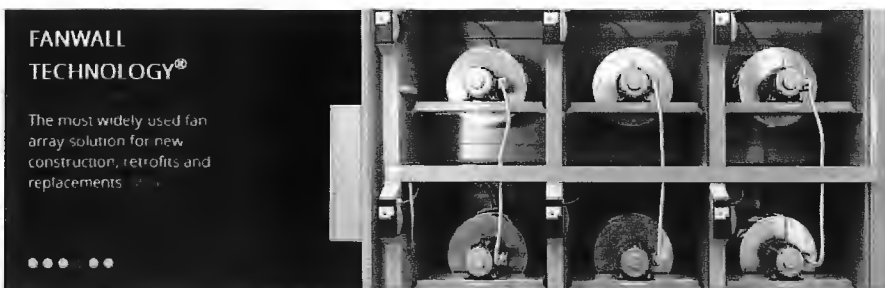
Below is the summary of the Mechanical Engineering design services and supporting engineering services including Plumbing, Electrical, Instrumentation and Control, Architectural and Structural engineering. Replacement of all deteriorated chiller plant equipment located on existing roof with more efficient chillers, and premium efficiency motors for pumps with variable frequency drives including native BACnet Controls protocol for best efficiency and monitoring.

1. Replacement of existing and constantly failing 35+ year old chiller that is serving building cooling load with newer more efficient Centrifugal chiller with dual compressor with built in redundancy.

**Note:** Depending on building structural loading, space availability chiller type may vary than described above.

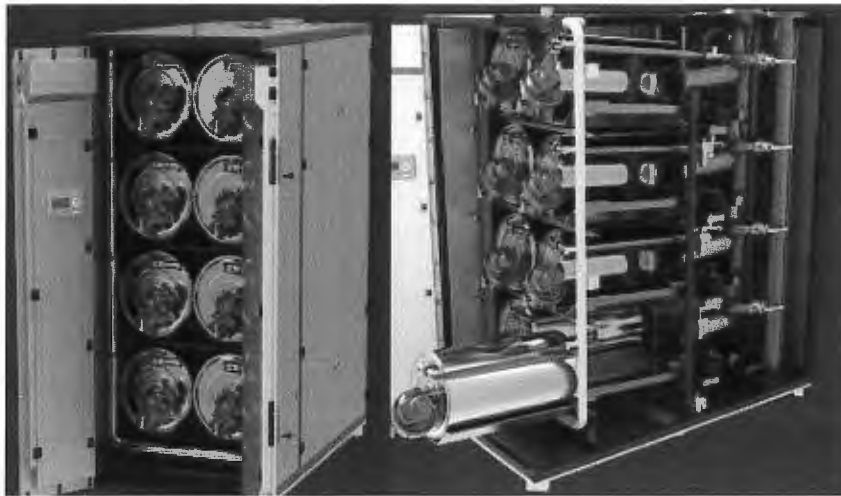


2. Replacement of both vane axial supply fan with fan wall technology with built-in in N+1 redundancy.
3. Replacement of both inline return fan with fan wall technology with built in N+1 redundancy.
4. **Note:** Depending on building structural loading, space availability supply/return fan type may vary than described above.



# Statement of Understanding and Approach

4. Provide new Primary VFD with backup VFD, including auto switchover option for continuous operations and N+1 redundancy for both supply and return fans.
5. Provide indirect evaporative cooler on OSA intake to reduce the overall load on the system as sustainable strategies.
6. Provide design for implementing **post COVID Mechanical/HVAC strategies** for new HVAC system. HVAC Post covid Mechanical strategies to include.
  - Needle Point Bipolar Ionization system on Supply Side,
  - Increased outside air ventilation,
  - Use of UV lights to disinfect recirculating return air stream. UV light shall be installed upstream of return fan.
  - Optimize air filtration system.
7. Replace existing louvers, and dampers (return, relief, and outside air) at penthouse level including existing pneumatic actuator control with new digital control system.
8. Provide new temperature and pressure sensors and interlock them with new Building Management System (BMS) for better response to space temperature variation, precise monitoring, fault detection and better efficiency.
9. Replace existing heating hot water boiler with newer condensing type, with higher modulation, low NOX, AQMD Certified and up to 96% efficiency and built in N+1 redundancy.



10. Provide replacement of existing heating hot water pump with N+1 redundancy with primary variable flow type operation.
11. Replacement heating hot water expansion tank with new expansion tank.
12. Provide replacement of existing chilled water pump with N+1 redundancy with primary variable flow type operation.
13. Replace existing air separator and chemical pot feeder for heating hot water system with new air separator.
14. Provide design for new air separator, chemical pot feeder for new chilled water chiller system.
15. Provide design for modification to existing cooling tower to make compatible with condenser water type cooling tower. 16. NOTE: If Cooling tower modification and chilled water distribution is not preferred option, then provide like for like system replacement design.
16. Provide electrical power from existing mains, as required to feed new mechanical equipment.
17. Provide plumbing design and engineering services for makeup water to chiller, condensate water drains, as required for new HVAC equipment.
18. Provide details and structural calculation, as required for HVAC equipment support, as required for the project including wall and roof opening.
19. Provide AutoCAD background for site plan and penthouse level plans for creating architectural background.
20. Provide a MEP/Structural system Basis of design (BOD) outlining proposed scope and a presentation to city council. BOD to also include proposed equipment cutsheets, recommendation, ROM Cost.
21. Provide construction administration and engineering support for bid process, contractor selection process as required.
22. Provide new building management front end system with native BACnet protocol, main head end controller, and field controller for all new HVAC equipment. Also, provide new field controller for existing HVAC equipment which are not being replaced or refurbished and integrate them with the new Building Management System.
23. PBS/Subconsultant (GGB-US) to provide as-built services to document the existing condition and to create AutoCAD background drawings for Mechanical, Electrical, Plumbing and Structural use.



# Statement of Understanding and Approach

## **TASK 1: GENERAL ADMINISTRATION, MEETINGS AND PRESENTATION**

1. PBS to provide project management throughout the course of the project to ensure fulfillment of the project scope of work within budget and schedule.
2. PBS and subconsultants to attend a kickoff meeting with the city of riverside and facility personal to discuss the project goals and objectives.
3. PBS to provide the project management responsibilities associated with proper scheduling review, budget control, invoice preparation and coordination with city of riverside, Project Manager, and staff, including managing subconsultants.
4. Maintain a project schedule outlining all tasks, durations, milestone dates and CITY OF RIVERSIDE review periods.
5. PBS to prepare meeting minutes for review by city of riverside staff and approval.
6. PBS and projects subconsultants to review the city of riverside existing data, reports, record drawings and studies regarding the existing HVAC system.
7. PBS and their subconsultant to prepare a PowerPoint presentation with overall approach for successful project delivery and present to city of riverside project team.

## **TASK 2: DOCUMENT REVIEW, FIELD INVESTIGATION AND INTERVIEW**

1. PBS and it's subconsultants to review the CITY OF RIVERSIDE Mission Square Building existing data, reports, record drawings and studies regarding the existing HVAC system.
2. PBS and it's subconsultants to collect the data of existing system.
3. PBS Subconsultant "CERTIFIED AIR BALANCE COMPANY" to get Pre-Air readings of Mechanical HVAC's existing condition, verification of existing supply fan, return fan full flow CFM, traverse reading at each floor on main supply duct and return duct opening.
4. Measure and record the supply fan and return fan existing conditions and performance. Obtain and record all actual and required HVAC unit information, as available on equipment tags to include:
  - a. Fan manufacturer, model & serial number.
  - b. Motor manufacturer, HP, service factor, design FLA and actual AMP draw.
  - c. Sheave and belt information.
  - d. Total supply, return and OSA CFM.
  - e. Actual static pressures; provide a static pressure profile of each component.
  - f. Measure and record the actual CFM by duct traverse and static pressure within each zone duct by means of duct traverse to determine the Supply, Return & OSA Air CFM.
  - g. Examine filters and fan belt and provide a recommendation for replacement if required.
5. Identify, document, and describe any observed conditions that may affect system performance.
6. All work will be provided and/or supervised by "NAAB Certified Technicians" with current certification.
7. Perform one on one interview with facility and their maintenance staff and get to know more about any concern, any ongoing issues.
8. Inspect, identify, document and describe any observed conditions that may affect system performance for all areas surveyed. Provide photos of abnormalities, deficiencies and/or special conditions where possible.
9. PBS to prepare a report with findings and present to CITY OF RIVERSIDE with alternative recommendations.
10. PBS to provide two (2) hard copies of the assessment study report with a Thumb Drive containing electronic files in both source format and Portable Document Format (PDF) and meet with CITY OF RIVERSIDE staff and address any concerns that staff may have.
11. PBS will record the minutes of all meeting and provide a copy of the minutes to CITY OF RIVERSIDE within five (5) working days of each meeting.

# Statement of Understanding and Approach

## TASK 3: PRELIMINARY DESIGN AND REPORT

1. PBS to Investigate feasibility and develop design alternatives from Task 2.
2. Attend up to two (2) meetings with the CITY OF RIVERSIDE for review and approval of the Schematic Design package.
3. PBS and subconsultants to perform site investigation work to determine and identify all necessary improvements required to achieve and complete the intended project scope.
4. Submit preliminary schematic design drawings (50% SD) to the CITY OF RIVERSIDE for review and comments.
5. PBS to review and incorporate CITY OF RIVERSIDE review comments and finalize the schematic design package.
6. Provide Rough Order Magnitude (ROM) construction cost estimates for design alternatives.
7. Prepare schematic design drawings (100% SD) and report to review by CITY OF RIVERSIDE.
8. PBS and consultant to participate in review with CITY OF RIVERSIDE for the review of preliminary design report, schematic design drawing, and design alternative.

**Note: Preliminary design report will include mechanical, structural, electrical, and plumbing upgrades. The design shall include check list for acceptance tests for all electrical, plumbing, HVAC, controls, and instrumentation work, equipment cut sheet and cost estimate prepare by Certified professional estimator by American Society of Estimator.**

9. PBS and consultant **to facilitate the scrum session for Value Engineering as required for cost reduction and finalize the value-added design scope prior to moving forward for Task 4** of preparing the construction document and specification.
10. PBS to provide four (4) hard copies of the preliminary design report and 100% SD or 30% CD drawings with a thumb drive containing electronic files in both source format and Portable Document Format (PDF) and meet with CITY OF RIVERSIDE staff and address any concerns that staff may have.
11. PBS will record the minutes of all meeting and provide a copy of the minutes to CITY OF RIVERSIDE within five (5) working days of each meeting.

## TASK 4: CONSTRUCTION DOCUMENTS

1. Provide complete construction documents in accordance with the approved schematic design plans and preliminary design report. Construction documents shall be prepared per applicable codes and City standards.
2. PBS to attend meetings with the City for review and approval of the construction documents package.
3. Meet with various government agencies having jurisdiction for review and approval of code compliance.
4. Submit construction documents, specifications, and ROM cost estimate at thirty percent (30%) and sixty percent (60%) and ninety percent (90%) completion stages to the CITY OF RIVERSIDE for review and comments.
5. Facilitate QA/QC Bluebeam session for all consultant and provide summary of QA/QC to CITY OF RIVERSIDE as needed.
6. PBS to facilitate Bluebeam session for CITY OF RIVERSIDE to review and comment on technical drawings at 60% and 90%.
7. Response to CITY OF RIVERSIDE review comments and update technical documents in a timely manner.
8. Submit the ninety percent (90%) construction documents to the City for plan check.
9. Coordinate with all agencies having jurisdiction over the project as necessary to obtain approval.
10. Submit 100% construction documents, which shall incorporate all review comments by the City.
11. Technical specifications shall be prepared in CSI format, and written in Microsoft Word format.
12. Construction cost estimates at 60%,90% and 100%.
13. PBS to issue IFC (issued for construction) set for contractor to bid.
14. PBS to provide construction schedule including technical specifications for any electrical, mechanical and appurtenances required to set up temporary power to existing building system or supplemental HVAC equipment during construction phasing and shutdowns of existing HVAC system for renovations.
15. PBS to submit construction drawings and specification to the CITY OF RIVERSIDE as required to the Purchasing Service Manager in PDF format for public advertising.
16. PBS to provide one (1) hard copies of the construction drawings at 60% and 90% with a thumb drive containing electronic files in both source format and Portable Document Format (PDF) to CITY OF RIVERSIDE.

# Statement of Understanding and Approach

17. PBS to provide two (4) hard copies of the construction drawings, specifications and equipment cut sheets at 90% with a Flash Drive containing electronic files in both source format and Portable Document Format (PDF) to CITY OF RIVERSIDE.
18. PBS to provide one (1) hard copy of the construction drawings in MYLAR Paper, specifications and equipment cut sheets at 100% with a Flash Drive containing electronic files in both source format and Portable Document Format (PDF) to CITY OF RIVERSIDE.

## **MECHANICAL:**

### **SCOPE FOR HVAC AT ROOF LEVEL:**

1. Remove and replace existing qty 2, 200 Ton nominal tonnage capacity compressor with new water cooled chiller with single centrifugal chiller with ducal compressor and built in redundancy.
2. Remove and replace existing piping associated with chiller, cooling tower as needed.
3. Remove and replace existing refringent based evaporator coil with new chilled water coils.
4. Refurbished existing condenser/refrigerant circuit cooling tower with counter flow condenser water cooling tower.
5. Provide deign new condenser water pumps and piping from Cooling tower to chiller.
6. Provide design for new chilled water distribution system from chiller to new chilled water coils.
7. Removed and replace existing vane axial supply fan (Qty 2.) with new fan wall with built-in in N+1 redundancy.
8. Removed and replace existing inline return fan (Qty 2.) with new fan wall with built-in in N+1 redundancy.
9. Remove and replace existing outside air, relief air and return louver and pneumatic damper with new DDC control-based actuator.
10. Remove and replace existing boiler (Qty 2) with new condensing, fire tube type, outdoor rated 96% efficiency and built in redundancy boilers.
11. Remove and replace existing heating hot water pumps with new primary variable flow type configuration.
12. Remove and replace heating hot water boiler plant accessories (Chemical pot feeder, expansion tank, air separator, recirculation pump and pressure/flow sensors) with new accessories.
13. Provide replacement of existing pneumatic controls with new DDC controls.
14. Provide new front end building managements system (BMS) and tie-in all new HVAC equipment (Chiller, Pumps, Fans, boiler, control dampers) to new BMS front end system.
15. Note: New Front end BMS system infrastructure shall be provide with capacity to future tie-in of downstream (Level 1 to Level 6 VAV box, DX system for electrical room, IT room).

### **GENERAL SCOPE OF WORK:**

1. All new HVAC equipment shall be specified and designed in accordance with CITY OF RIVERSIDE design guidelines and specifications.
2. Perform cooling and heating load calculations to verify required equipment capabilities.
3. Provide structural calculations and anchorage details for all equipment less than 400 lbs. 20 lbs. and over for concentrated suspended equipment.
4. Specify repair of existing walls, ceiling, floors and roof finish impacted by demolition work including required architectural details for water proofing.
5. Interlock all air conditioning equipment over 2,000 CFM with the fire alarm system to shut down upon activation of the fire alarm system.
6. Provide design for a complete system, including any required structural, electrical, and mechanical components for a complete and operable system.
7. Provide existing systems site investigation report.
8. Provide Title 24 energy compliance with approved energy compliance software by CEC.
9. Provide new building management front end system with native BACnet protocol, main head end controller, and field controller for all new HVAC equipment. Also, provide new field controller for existing HVAC equipment which are not being replaced or refurbished and integrate them with new building management system.

# Statement of Understanding and Approach

## **PLUMBING (GENERAL):**

1. Field verify existing utilities.
2. Provide new drainage system, as required, for new equipment.
3. Provide make-up water and drainage system for new chiller and boiler.
4. Provide gas piping connection to support new heating hot water boilers.

## **ELECTRICAL (GENERAL):**

1. Review and analyze existing electrical power distribution and provide preliminary design report for HVAC upgrade and power infrastructure requirement.
2. Provide a thirty (30) day panel meter reading, as required, to analyze connected existing load.
3. Provide recommendations for additional lighting and lighting controls upgrade, including ROM to preliminary design report.
4. Field verify the existing electrical and control system for HVAC upgrade and or replacement.
5. Disconnect power for the existing demolished mechanical equipment and control system.
6. Remove all conduits, wires, and panels that are not used from the space.
7. Provide new electrical power from existing main, as required, for new the mechanical equipment.
8. Provide new panels, controls, wiring, and conduits for the HVAC equipment as required.
9. Provide design for new lighting in conference room as required.

## **EXISTING AS-BUILT CONDITION AND AUTOCAD BACKGROUND SCOPE (SUB-CONSULTANT):**

1. **Field Investigation:** A laser-scanning to gather raw survey data called a point cloud. A survey of the exterior will produce an accurate, measurable "cloud" of data points which can be queried for dimensional values. Individual scans are brought together into a single registered 3D database using scan to scan registration or targets which can be measured and tied to survey control using a total station.
2. This data will be used for analytical assessment, to generate 2D CAD line-work such as architectural plans, sections, and elevations and more complex 3D Models where necessary • 2D CAD drawing of floor plans and Reflected Ceiling Plans. Registered point-cloud file, the client will use this point-cloud to generate the BIM model.
3. The CAD model will include floors, walls, ceiling, beams, columns, openings, and mounted MEP systems only. All elements will be generic representing the geometry derived from the laser scan data.

## **STRUCTURAL ENGINEERING (GENERAL):**

Following Structural Engineering services based on the tasks described in RFP:

1. Provide coordination both internally and with PBS Engineers throughout the course of the project for the structural services to ensure fulfillment of the project scope of work within budget and schedule.
2. Attend up to two (2) design meeting with PBS Engineers and/or CITY OF RIVERSIDE.
3. Review as-built drawings and existing Assessment Report as it pertains to the structural framing for the existing HVAC equipment.
4. Perform one (1) site visit with two engineers to observe the existing structural support framing for the HVAC equipment to be replaced and associated equipment anchorage.
5. Review proposed HVAC replacement equipment cut sheets from PBS Engineers to assess weights and unit sizes.
6. Review code-level 5% and 10% thresholds for gravity and seismic loading for the new HVAC equipment (up to 20 separate equipment units) to determine if existing support framing is adequate.
7. Prepare structural calculations for the proposed new HVAC replacement unit anchorage and support framing.
8. Prepare one brief letter report for the equipment anchorage and supporting members to be included into PBS Engineers Assessment Study.

# Statement of Understanding and Approach

9. Develop detailed calculations, drawings, and specifications at 60% level, 90% level and 100% level in accordance with 2022 CBC requirements for anchorage and potential support framing strengthening for the proposed equipment located at the mission square building. Proposed equipment replacement including new additional as shown below.

Item #	Equipment	Existing Qty	Proposed Quantity of New
1	Chiller	2 Chiller 200 Ton Each	One Chiller 450 Ton
2	Cooling Tower	One 450 Ton	One 450 Ton (Reuse Existing Cooling Tower with Minor changes)
3	Chilled Water Pump	None	2
4	Condenser Water Pump	None	2
5	Supply Fan	2 (Van Axial Inline Fan)	2 (Fan Wall)
6	Return Fan	2 ( Inline Centrifugal fan)	2 (Fan Wall)
7	Cooling Coil	2 (4x3)	2 (4x3)
8	Boiler	2	2
9	Hot Water Pump	2	2
10	Miscellaneous Items (Louver, Some Other Calculations)	1	1

**NOTE:** If replacement of existing compressor and DX coils are replaced with like then Item # 2, 3, 4, will not be required.

10. Brief design check of the supporting structural element (e.g. roof deck or beams) and foundation where the replacement equipment is comparable to the original equipment.
11. Provide CAD construction documents, specifications, and supporting calculations to PBS Engineers for submittal to CITY OF RIVERSIDE at 60%/90%/100% levels for plan-checking purposes.
12. Issue word document book specification file to PBS Engineers for the equipment anchorage.
13. Review drawings produced by PBS Engineers for structural acceptance.
14. Respond to 60%/90%/100% owner comments and structural plan-check comments, as necessary.
15. Attend up to two (2) design meetings.
16. Attend up to one (1) bidding and award meeting.
17. Respond to contractor bid RFIs during the bid and award phase.
18. Respond to contractor submittals during the bid and award phase.
19. Conduct up to two (2) site visits during construction to address as-built conditions, obstructions, and complications.
20. Attend up to one (1) construction meeting.
21. Respond to RFIs and Submittals during construction
22. Review digital photos of the installations, as required, to provide a final verified report.

## TASK 5: BIDDING AND AWARD SERVICES

1. Attend two (2) bid and pre-bid meetings.
2. Provide plan clarification during the Bid and Award period, and provide information and issuance of bid addenda, if necessary.
3. Assist CITY OF RIVERSIDE staff in bid review, evaluation, and contractor selection.

# Statement of Understanding and Approach

## **TASK 6: MEP, STRUCTURAL ENGINEERING CONSTRUCTION ADMINISTRATION**

### **(ENGINEERING SERVICES DURING CONSTRUCTION 6 MONTH PERIOD)**

1. Attend pre-construction meeting and provide answers to comments by the contractor.
2. Attend weekly construction meetings, twenty-six (26) meetings, Six Month construction time per design manager. For additional services, more than six months of construction administration shall be negotiated with CITY OF RIVERSIDE.
3. Provide construction administration assistance for phasing, temporary rental chiller during the construction period.
4. Provide responses to Requests for Information (RFI).
5. Review change order proposals and provide estimate for each change order when requested.
6. Review shop drawings and submittals.
7. Review acceptability of substitutions proposed by the contractor.
8. Participate in the job walk inspections and prepare punch lists for preliminary and final acceptance.
9. Provide as-built record drawings in the latest AutoCAD version format per latest CITY OF RIVERSIDE Standards.
10. Provide post construction MEP commissioning services including detailed commissioning report.
11. Provide project close-out.

## **TASK 7. SUBSTANTIAL COMPLETION, FINAL COMPLETION AND PROJECT CLOSE-OUT**

1. The Engineer will assist the building Owner/Client in conducting field reviews of this part of the project to determine the date or dates of substantial completion and the date of final completion.
2. The Engineer will review and approve or take other appropriate action on the Contractor's final punch list and will forward the list to the building Owner/Client for final disposition.
3. The Engineer will assist the building Owner/Client in receiving and forwarding to the written warranties and related documents required of and assembled by the Contractor with respect to this part of the project.

## **EXCLUSIONS**

1. Upgrade site utilities is not included in scope of work or fees.
2. Title 24 Energy Compliance Documentation (prescriptive approach) consisting of Mechanical and preparation of Forms MECH-1 thru MECH-4 in scope of work. A building envelope, Day lighting and lighting study/simulation (DOE or similar) are not included in scope to document Title 24 energy compliance.
3. Plumbing scope of work will extend 5 feet outside of building wall.
4. Site investigation is limited to non-destructive verification of existing mechanical, plumbing and electrical conditions. Temporary relocation of furniture, equipment and casework to verify site conditions is not included in this scope of work or fee.
5. Existing electrical, telephone, cable TV, domestic water, natural gas, sewer and fire protection utility services are assumed to have adequate capacity to serve the areas included in the scope of this work.
6. Utility services upgrade is not included in the scope of work and fee.
7. The existing power, low voltage, mechanical, and plumbing systems equipment and distribution systems are assumed to have capacity to service the area included in the scope of this work and also meet current code requirements. Equipment and distribution systems upgrade is not included in the scope of work and fee.
8. Multiple bid packages are not included in the scope of work and fee.
9. Preparation of alternate bid packages is not included in the scope of work and fee (AIA #C141 3.2.3 Modification)
10. Re-design services, if project is over budget after approval/completion of design development, will be performed for an additional service fee (AIA #C141 3.2.5 Modification)
11. Code upgrade of existing facility is not included in the scope of work and fee.
12. Active data network and low voltage, security equipment design is not included in the scope of work and fee.
13. Plan Check fees are not included in this fee and will be submitted for reimbursement.

# Statement of Understanding and Approach

13. Plan Check fees are not included in this fee and will be submitted for reimbursement.
14. The project is not intended to be designed for LEED Certification; however, energy efficient design practices will be offered to ensure optimal design and operation.
15. Project commissioning is excluded from scope of work and fees.
16. It is assumed that mission square building currently does not have any active/passive smoke control system and replacement. Replacement of smoke control system is excluded from scope of work and fees.
17. From Level 1 to Level 6 (All Retail, and Tenant Space) Replacement of VVA boxes, branch ductwork, and HVAC system distribution is excluded from the scope of work and fees.
18. Level 1 to Level 6 (All tenant space, retail) pneumatic to digital control system upgrade is excluded from the scope of work and fees.
19. Current Control scope included the upgrade of pneumatic to digital system for equipment association with Penthouse Central Plant only. That said, the system will be capable to tie in with future control upgrade for Level 1 – Level 6 (All tenant office, Lobby and Retail space)

## **METHODOLOGY:**

### **APPROACH TO SCOPE OF WORK**

PBS reviews the owner-furnished program and scope of work and develops a schematic, design development and construction document packages. After completion of each package, we will arrange a meeting with the CITY OF RIVERSIDE to review the programming and scope of work to make sure that the design meets the CITY OF RIVERSIDE needs before proceeding with the next package.

Each submittal consists of the following documents:

- Schematic package will consist of a plan that meets the scope of work and programming, a preliminary construction budget and a project schedule.
- Design development document package consists of more detail drawings and includes outline specifications, more detailed cost estimate and more developed project schedule.
- Construction document package includes all the required drawings, sections, details, complete specifications for bidding and final cost estimate.

This process will provide a complete construction document that is ready to bid, meet the owner's programming and stays within the budget.

### **Approach to Documenting and Verifying As-Built Conditions**

To verify the as-built conditions, PBS visits the job site to verify the existing conditions and floor plans. A representative will be present on field verification trips

### **HVAC**

- Document make and model of all equipment
- Verify existing duct routing and equipment capacities.
- If necessary, obtain the service of an air balance company to prepare an airflow and water flow reading where existing equipment is to be re-used.
- Survey existing equipment for condition, useful life.
- Meet with maintenance personnel.
- Address all existing deficiencies.

### **PLUMBING**

- Verify location and condition of the existing plumbing, condensate and make-up water system, general piping condition, etc.
- Gather as-built plans.

### **ELECTRICAL**

- Verify location of the existing panels and distribution system.
- Survey existing equipment for condition, useful life.

# Statement of Understanding and Approach

- Meet with maintenance personnel.
- Address all existing deficiencies.

## **Experience with Constructability Reviews**

PBS has extensive experience with constructability reviews, both as peer review and in-house reviews. The process is continuous and offered as part of our fee through the end of construction document phase prior to bidding and includes the cost of modifying the documents.

## **Experience in Developing Designs and Construction Documents that Consider Phasing Due to Facility 24x7 Operational needs and Financing Situations**

PBS has addressed this approach on several projects by preparing drawings and specifications for the main portion of the work with add alternates (for phasing) identified within the documents that are separate line items during the bidding process.

Our goal is to meet and exceed our clients' expectations. Keeping this in mind we follow the following QA&QC procedures:

### **IMPLEMENTATION:**

- Kick-off Meeting with Design Team at Project Inception to Communicate Quality Standards and Implementation.
- Adhere to Client and Company Standards Throughout Design Process.
- Perform Independent In-House Peer Review at 30% , 60%and 90% Completion.
- Follow Oral and Written Communication Procedures During Construction.

### **DESIGN PHASE:**

- Utilize Design Checklist and Utilize Design and Drawing Standards.
- Perform Independent Quality Assurance Review and Detailed Interdisciplinary Coordination (Redicheck).
- Conduct Regularly Scheduled Coordination Meetings with Team.

### **CONSTRUCTION ADMINISTRATION:**

- Assist the Owner during contractor selection process including pre-construction job walk-thru, review of the construction bids, and attend weekly construction meetings.
- Review of the shop drawings, submittals, etc., in expeditious manner.
- Maintain open communication with all parties involved in construction and continuous communication on all unresolved issues/ items.
- Proper justification of our engineering design to Contractors and Owner to resolve any conflicts.
- Prompt response to R.F.I.'s questions from contractor.
- Assistance during post construction, including presence during testing and balancing at site, review balance report, debugging the systems, etc.
- Arrange immediate site visit to resolve any conflicts or construction related problems.
- Maintain the integrity of the contract documents by identifying alternatives that avoid changes to the original scope.
- Resolutions to conflicts shall minimize hardships to the construction team and its respective members.
- Final project job-walk thru, and preparation of punch list.

### **PROJECT CLOSEOUT:**

- The Engineer will assist the building Owner/Client in conducting field reviews of this part of the project to determine the date or dates of substantial completion and the date of final completion.
- The Engineer will review and approve or take other appropriate action on the Contractor's final punch list and will forward the list to the building Owner/Client for final disposition.
- The Engineer will assist the building Owner/Client in receiving and forwarding to the written warranties and related documents required of and assembled by the Contractor with respect to this part of the project.



**EXHIBIT "B"**  
**COMPENSATION**



"REVISED" - FEE PROPOSAL

Cost Breakdown of Total Fee

Mechanical, Electrical, Plumbing, Architectural/CAD Background, Structural, Pre Air Reading, Electrical Panel/Meter Reading Services  
Design and Construction Support Services for the City of Riverside Missions Square Building HVAC Replacement

Task No.	Description	Labor Hours and Rates by Classification						FEES									
		Principal Engineer (\$245)	Project Manger (\$195)	Lead Engineer II (\$165)	Drafter (\$115)	Clerical (\$90)	Total Hours	Labor Total	Sub Consultant				Reimbursable		Total Costs		
									Sub Fee As-built/ CAD Background.	Sub Fee Project Structural Engineer	Sub Fee Project PreAir Reading	Cost Estimator	Sub Fee Project Electrical Meter/ Panel Read	Printing Material Fee		Direct Costs/ Mileage	
<b>Task 1. Gen Admin, Meetings and Presentation</b>																	
	Gen Admin	2	4	8	0	6	20	\$ 3,220	\$ -	\$ 700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,920
	Meetings	2	6	8	0	2	18	\$ 3,190	\$ -	\$ 700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400	\$ 4,290
	Presentation to Facility and Project PM	2	8	16	0	6	32	\$ 5,320	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,320
	<b>SUBTOTAL</b>	<b>6</b>	<b>18</b>	<b>32</b>	<b>0</b>	<b>14</b>	<b>70</b>	<b>\$ 11,730</b>	<b>\$ -</b>	<b>\$ 2,400</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 400</b>	<b>\$ -</b>	<b>\$ 14,530</b>
<b>Task 2. Review Documents and Field Investigation</b>																	
	Meetings and Coordination with Subs	2	16	16	0	0	34	\$ 6,250	\$ 1,800	\$ 1,400	\$ 3,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,950
	Site Investigation	2	16	16	0	0	34	\$ 6,250	\$ 7,500	\$ 1,600	\$ 5,500	\$ -	\$ 4,000	\$ 400	\$ 400	\$ 400	\$ 25,650
	<b>SUBTOTAL</b>	<b>4</b>	<b>32</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>68</b>	<b>\$ 12,500</b>	<b>\$ 9,300</b>	<b>\$ 3,000</b>	<b>\$ 9,000</b>	<b>\$ -</b>	<b>\$ 4,000</b>	<b>\$ 400</b>	<b>\$ 400</b>	<b>\$ 400</b>	<b>\$ 38,600</b>
<b>Task 3. Pre-Design Report and 30% CD</b>																	
	50% SD and Draft Preliminary Design Report	2	8	12	12	12	46	\$ 6,670	\$ -	\$ 700	\$ -	\$ 1,400	\$ -	\$ -	\$ -	\$ -	\$ 8,770
	30% CD and Final Preliminary Design Report	2	8	18	20	16	64	\$ 9,000	\$ -	\$ 900	\$ -	\$ 2,400	\$ -	\$ -	\$ -	\$ -	\$ 12,300
	Respond to LBWD Comment on 30% CD and Preliminary Design Report	2	4	8	12	8	34	\$ 4,810	\$ -	\$ 600	\$ -	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ 6,210
	Final Design Report With Alternative and ROM Cost	2	20	20	8	12	62	\$ 9,870	\$ -	\$ 800	\$ -	\$ -	\$ -	\$ 800	\$ -	\$ -	\$ 11,470
	<b>SUBTOTAL</b>	<b>8</b>	<b>40</b>	<b>58</b>	<b>52</b>	<b>48</b>	<b>206</b>	<b>\$ 30,350</b>	<b>\$ -</b>	<b>\$ 3,000</b>	<b>\$ -</b>	<b>\$ 4,600</b>	<b>\$ -</b>	<b>\$ 800</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 38,750</b>
<b>Task 4. Final Plans and Permitting</b>																	
	60% Plans, Specifications	2	16	50	56	16	140	\$ 19,980	\$ -	\$ 1,600	\$ -	\$ 3,200	\$ -	\$ 1,000	\$ -	\$ -	\$ 25,780
	Respond to City's 60% Comments	2	4	8	12	4	30	\$ 4,390	\$ -	\$ 1,100	\$ -	\$ 1,400	\$ -	\$ -	\$ -	\$ -	\$ 6,890
	90% Plans, Specifications	2	16	50	60	16	144	\$ 20,440	\$ -	\$ 2,200	\$ -	\$ 3,200	\$ -	\$ 1,600	\$ -	\$ -	\$ 27,440
	Respond to City's 90% Comments	2	4	12	12	4	34	\$ 5,050	\$ -	\$ 1,000	\$ -	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ 7,250
	100% Plans, Specifications	2	16	36	50	16	120	\$ 16,980	\$ -	\$ 2,000	\$ -	\$ 2,800	\$ -	\$ 4,500	\$ -	\$ -	\$ 26,280
	Respond to City's 100% Comments	2	4	8	12	4	30	\$ 4,390	\$ -	\$ 1,000	\$ -	\$ 1,210	\$ -	\$ -	\$ -	\$ -	\$ 6,600
	Meetings	2	12	12	16	24	66	\$ 9,170	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ 400	\$ -	\$ 10,570
	<b>SUBTOTAL</b>	<b>14</b>	<b>72</b>	<b>176</b>	<b>218</b>	<b>84</b>	<b>564</b>	<b>\$ 80,400</b>	<b>\$ -</b>	<b>\$ 9,900</b>	<b>\$ -</b>	<b>\$ 13,010</b>	<b>\$ -</b>	<b>\$ 7,100</b>	<b>\$ 400</b>	<b>\$ -</b>	<b>\$ 110,810</b>
<b>Task 5. Bidding Assistance</b>																	
	Meetings	2	8	8	0	0	18	\$ 3,370	\$ -	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ 400	\$ -	\$ 4,370
	RFIs	2	8	16	16	8	50	\$ 7,370	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,370
	Addendum	4	8	16	16	8	52	\$ 7,860	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,860
	<b>SUBTOTAL</b>	<b>8</b>	<b>24</b>	<b>40</b>	<b>32</b>	<b>16</b>	<b>120</b>	<b>\$ 18,600</b>	<b>\$ -</b>	<b>\$ 2,600</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 400</b>	<b>\$ -</b>	<b>\$ 21,600</b>
<b>Task 6. Construction Support</b>																	
	Site Visits	4	8	16	0	4	32	\$ 5,600	\$ -	\$ 1,400	\$ -	\$ -	\$ -	\$ 800	\$ -	\$ -	\$ 7,800
	Progress Meeting	2	4	24	0	4	34	\$ 5,650	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ 400	\$ -	\$ -	\$ 7,050
	Submittals	4	36	36	36	16	128	\$ 19,760	\$ -	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,960
	RFIs	4	36	36	36	16	128	\$ 19,760	\$ -	\$ 1,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,160
	<b>SUBTOTAL</b>	<b>14</b>	<b>84</b>	<b>112</b>	<b>72</b>	<b>40</b>	<b>322</b>	<b>\$ 50,770</b>	<b>\$ -</b>	<b>\$ 5,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,200</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 56,970</b>
<b>Task 7. Project Closeout</b>																	
	Project Closeout	4	16	24	60	16	120	\$ 16,640	\$ -	\$ 1,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,440
	<b>SUBTOTAL</b>	<b>4</b>	<b>16</b>	<b>24</b>	<b>60</b>	<b>16</b>	<b>120</b>	<b>\$ 16,640</b>	<b>\$ -</b>	<b>\$ 1,800</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 18,440</b>
<b>TOTAL HOURS and Fees(Task 1 Through Task 7) - BASE ENGINEERING DESIGN AND</b>		<b>58</b>	<b>286</b>	<b>474</b>	<b>434</b>	<b>218</b>	<b>1470</b>	<b>\$ 220,990.00</b>	<b>\$ 9,300.00</b>	<b>\$ 27,700.00</b>	<b>\$ 9,000.00</b>	<b>\$ 17,610.00</b>	<b>\$ 4,000.00</b>	<b>\$ 8,300.00</b>	<b>\$ 2,800.00</b>	<b>\$ -</b>	<b>\$ 299,700.00</b>

Two Hundred Ninety-Nine Thousand Seven Hundred Dollars

1. For Basic Mechanical, Electrical, Plumbing, Structural, Cost Estimating, Architectural As-built, and Construction Administration services, the compensation shall be a lump sum fee of \$299,700.00 (Two Hundred Ninety-Nine Thousand Seven Hundred Dollars), including reimbursable expenses, and per the breakdown of fees, as above.

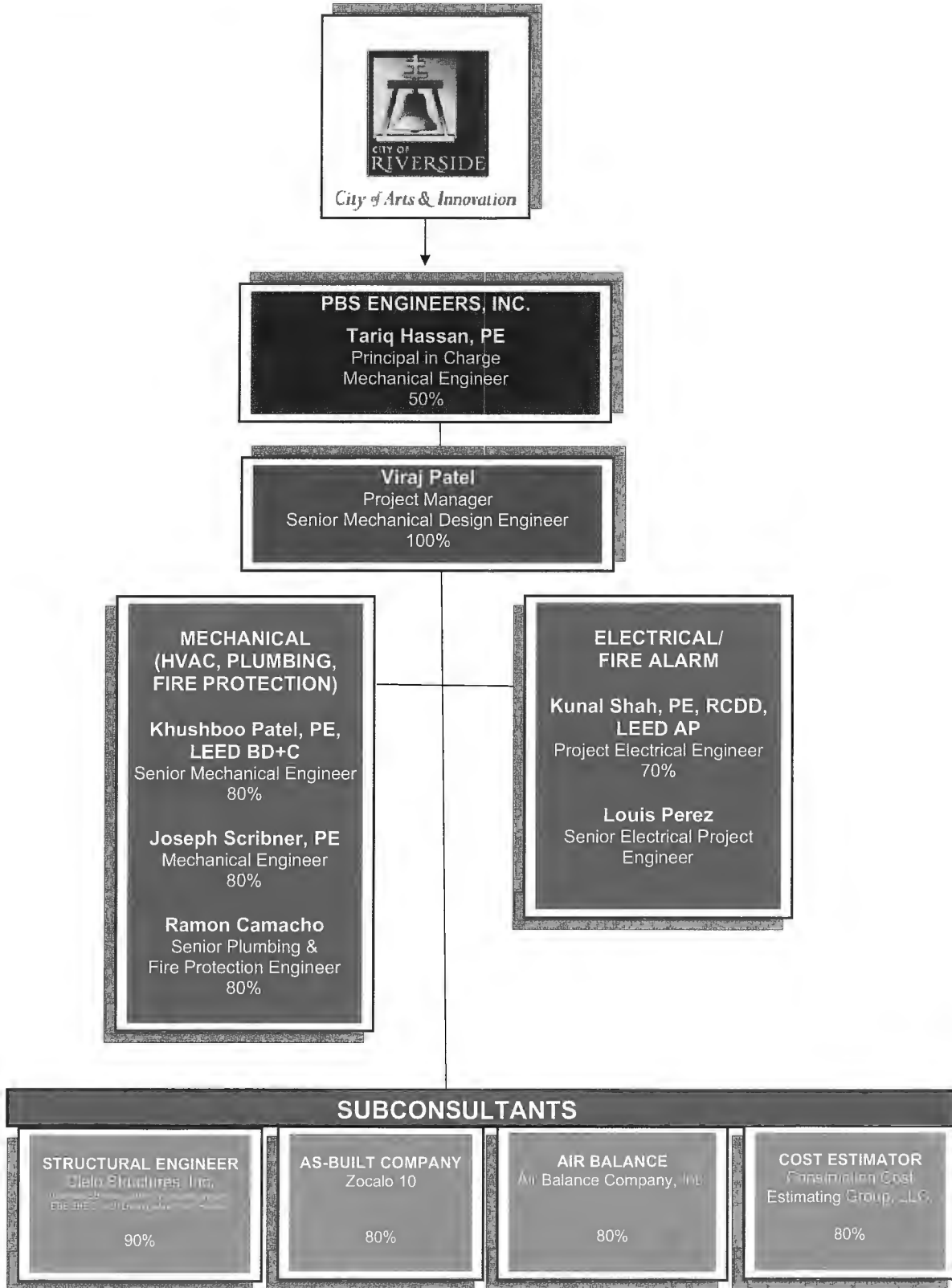
2. For Additional Services, the compensation shall be negotiated with the Client prior to proceeding with the Work.

**EXHIBIT "C"**

**KEY PERSONNEL**

# Company Personnel

## Organization Chart of Personnel and Percentage of Commitment





# Company Personnel

*Tariq's personal business motto is,*

*"I will strive to exceed our Client's expectations as well as the goals of the project."*

## **Tariq Hassan, PE**

Associate Principal

### **Principal in Charge | Project Mechanical Engineer**

**Contact Number: 626-650-0350**

Tariq has designed mechanical systems for numerous new and existing facilities such as commercial, educational, healthcare, industrial and military facilities, including entertainment centers, amusement parks, computer and data rooms, civil centers, institutional facilities and cogeneration plants. Tariq has worked as a designer, HVAC engineer, project engineer and project manager during his engineering experience, allowing him to fully understand the mechanical design process. His primary duties include the design of HVAC, preparation of specifications and cost estimates, performance of mechanical peer review, attendance at project meetings and project coordination. Tariq is well-versed in the application of energy conservation measures to help design ultra-efficient facilities. He is on the cutting edge of implementing mechanical design strategies to promote Net-Zero operation.

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#### **25 Years of Experience**

Joined PBS Engineers, Inc. in 2007

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#### **Background**

- B.S., Mechanical Engineering, California State Polytechnic University Pomona, California
- Registered Mechanical Engineer in California #33827

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#### **Selected Project Experience**

- *City of Santa Ana, Santa Ana, California  
New Bike Station*
- *City of Cerritos, Cerritos, California  
Civic Center HVAC Replacement*
- *City of Poway, City Hall – Heating, Ventilation and Air Conditioning  
Equipment Assessment and System Function Analysis*
- *City of Poway, Poway, California  
Poway City Hall, Heating, Ventilation and Air Conditioning Replacement  
Project*
- *City of Simi Valley, California, City Hall HVAC Replacement*
- *LAUSD, Downtown Business Magnet High School, Replace HVAC Systems*
- *LAUSD, Phineas Banning High School, Remove and Replace Deteriorated  
HVAC Equipment*
- *USPS, Industry Processing & Distribution Facility Center, City of Industry,  
CA Mechanical Controls System Comprehensive Assessment and Report*
- *Northrop Grumman, Manhattan Beach, CA  
Building O3 Interior HVAC Upgrade*



# Company Personnel

*Viraj's personal business motto is,*

*"We only exist to ensure our client succeeds - anytime, anywhere, and anything for our client."*

## **Viraj Patel**

Associate Principal

***Project Manager  
Senior Mechanical Design Engineer***

**Contact Number: 626-650-0350**

Viraj Patel leads PBS Engineers' mechanical department encompassing more than 20 professionals across three offices in Glendora, San Diego, Los Angeles, and Houston. Since joining PBS 13 years ago as young and energetic engineer, Viraj has never looked back. As mechanical department manager and Sr. Mechanical engineer, Viraj provides technical leadership for the team and maintains the quality of PBS services. His design experience includes high-performance green buildings, ultra-efficient central plants, and innovative control strategies. His mission is not only to maintain the success of PBS, but to redefine what is possible in the building and infrastructure industries. Viraj brings expertise in project management, consulting engineering and construction administration to his work. The breadth of his experience in a wide range of projects has provided exposure to countless challenges, which he has successfully met by delivering creative and efficient solutions. He has also helped establish successful and long-term client relationships. Viraj expertise in project management and mechanical engineering has helped to shape the firm's growing through his oversight and involvement in a number of Aviation, Transportation and Water District projects for some of our most prestigious and ongoing clients throughout the states.

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### **13 Years of Experience**

Joined PBS Engineers, Inc. in 2011

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### **Background**

- M.S. Mechanical Engineering, University of Bridgeport  
Bridgeport, CT 06604

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### **Selected Project Experience**

- *City of Cerritos, Cerritos, California  
Civic Center HVAC Replacement*
- *City of Santa Ana, Santa Ana, California  
New Bike Station*
- *City of Poway, Poway, California  
City Hall – Heating, Ventilation and Air Conditioning Equipment  
Assessment and System Function Analysis*
- *Metropolitan Water District Headquarters Building, Los Angeles,  
California, Comprehensive Assessment and Report for Chiller Water  
Plant Efficiency and Recommendations for Improvements LAUSD,  
Phineas Banning High School, Wilmington, CA  
Remove and Replace Deteriorated HVAC Equipment*
- *Northrop Grumman, Manhattan Beach, CA  
Building O3 Interior HVAC Upgrade*
- *United States Postal Service, Los Angeles Processing and Distribution  
Facility Center, Los Angeles, CA  
Heating Ventilation and Air Conditioning (HVAC) Assessment and  
Report*
- *LAUSD, Downtown Business Magnet High School, Los Angeles, California  
Replace HVAC Systems*
- *LAUSD, Apperson Elementary School, Sunland, California  
Replace Heating, Ventilation, and Air Conditioning Systems*



# Company Personnel

*Kunal's personal business motto is,*

*"I make your life easier by providing you what you need when you need it."*

## **Kunal Shah, PE, RCDD, LEED AP**

President | CEO

### ***Project Electrical Engineer***

**Contact Number: 626-650-0350**

As a Principal Electrical Engineer, Kunal has built a portfolio of award-winning work across multiple industries. Kunal can control all phases of project management from design strategy through implementation including design, budgeting, design development, construction documentation coordination and construction administration. His attention to detail and follow through has won him a loyal client following. As the Principal Electrical Engineer, Kunal is intimately involved in all design and project management responsibilities. He is fueled by his desire to "WOW" his clients through his commitment to service. In addition, Kunal's role is to cultivate a positive team environment and to nurture and motivate employees to reach their potential while maintaining client satisfaction for all projects within the firm. Kunal's philosophy is to be available to his clients whenever he is needed.

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#### **24 Years of Experience**

Joined PBS Engineers, Inc. in 2003

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#### **Background**

- B.S., Electrical Engineering, University of California, Irvine, California
- Professional Electrical Engineer #E-17249 in California
- Registered Communication Distribution Designer (RCDD) # 07039
- LEED AP

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#### **Selected Project Experience**

- *City of Cerritos, Cerritos, California*  
*Civic Center HVAC Replacement*
- *City of San Dimas, California*  
*Electrical On-Call Services*
- *City of Santa Ana, Santa Ana, California*  
*New Bike Station*
- *City of Poway, Poway, California*  
*City Hall – Heating, Ventilation and Air Conditioning Equipment*  
*Assessment and System Function Analysis*
- *Metropolitan Water District Headquarters Building – Los Angeles, California*  
*Comprehensive Assessment and Report for Chiller Water Plant Efficiency*  
*and Recommendations for Improvements*
- *LAUSD, Downtown Business Magnet High School, Los Angeles, California*  
*Replace HVAC Systems*
- *LAUSD, Phineas Banning Senior High School, Wilmington, CA*  
*Remove and Replace Deteriorated Heating, Ventilation, and Air*  
*Conditioning Equipment*
- *East Whittier City School District, Oceanview Elementary School, Whittier, CA*  
*Campus Wide Fire Alarm and HVAC Upgrade*



# Company Personnel

Lou's personal business motto is,

**"Helping you to see what is possible."**

## **Louis Perez**

**Associate Principal**

### **Senior Electrical Project Engineer**

**Contact Number: 626-650-0350**

A diverse professional with over thirty-eight years of experience, Lou Perez has designed full electrical systems for municipal, aviation, elementary schools through graduate universities, fire stations, churches, hospitals and commercial facilities. His expertise also includes feasibility and utility master planning studies, as well as systems for communication and signaling, fire alarm and detection, interior and exterior lighting design and low voltage power distribution. A superb project manager, Lou is responsible for the engineering and construction administration on many key projects. Lou has extensive experience in feasibility and master utility studies, electrical design and engineering, as well as construction coordination and administration. He is fluent in working with governing agencies, including the Division of the State Architect, which provides design and construction oversight for K-12 schools, community colleges, and various other state-owned and leased facilities, his communication with these agencies, throughout design development and contract documentation, assures all requirements are met prior to plan check and results expedient approvals.

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#### **35+ Years of Experience**

Joined PBS Engineers, Inc. in 2004

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#### **Background**

- Electrical Engineering Certification, Mt. San Antonio College, Walnut

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#### **Selected Project Experience**

- *City of San Dimas, California*  
*Electrical On-Call Services*
- *City of Cerritos, Cerritos, California*  
*Civic Center HVAC Replacement*
- *City of Santa Ana, Santa Ana, California*  
*New Bike Station*
- *City of Poway, Poway, California*  
*City Hall – Heating, Ventilation and Air Conditioning Equipment Assessment and System Function Analysis*
- *Metropolitan Water District Headquarters Building – Los Angeles, California Comprehensive Assessment and Report for Chiller Water Plant Efficiency and Recommendations for Improvements*
- *LAUSD, Phineas Banning Senior High School, Wilmington, CA*  
*Remove and Replace Deteriorated Heating, Ventilation, and Air Conditioning Equipment*
- *LAUSD, Downtown Business Magnet High School, Los Angeles, California*  
*Replace HVAC Systems*
- *LAUSD, Apperson Elementary School, Sunland, California*  
*Replace Heating, Ventilation, and Air Conditioning Systems*
- *East Whittier City School District, Oceanview Elementary School, Whittier, CA Campus Wide Fire Alarm and HVAC Upgrade*





# Company Personnel

*Khushboo's personal business motto is,*

*"With my dedication and hard work I will go above and beyond our goals".*

## **Khushboo Patel, PE, PMP, CBCP, LEED AP**

Senior Associate

### **Senior Mechanical Engineer**

#### **Contact Number: 626-650-0350**

Khushboo Patel is an HVAC mechanical engineer and has experience in both residential and commercial projects. She has worked on several projects including municipal, aviation, healthcare facilities, educational institutes, fire stations, religious facilities and small-scale commercials. Her responsibilities include field assessments, designing HVAC systems, providing specifications and cost estimates, reviewing submittals and shop drawings, responding to Request for Information (RFIs) and plan check comments. She has worked as a designer, HVAC engineer, project engineer and project manager during his engineering experience. Her primary duties include the design of HVAC, preparation of specifications and cost estimates, performance of mechanical peer review, attendance at project meetings and project coordination. Additional responsibilities for Khushboo consist of initial design development, field investigations, heating and cooling load calculations, preparation of California Administrative Code Title 24 energy compliance documents, specifications, and review of shop drawings and construction project coordination.

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#### **13 Years of Experience**

Joined PBS Engineers, Inc. in 2011

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#### **Background**

- M.S. Mechanical Engineering, Faculty of Technology Baroda, Gujarat India
- Registered Mechanical Engineer in California #M38521
- Certified Building Commissioning Professional (CBCP)
- LEED AP

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#### **Selected Project Experience**

- *City of Poway, Poway, California  
City Hall – Heating, Ventilation and Air Conditioning Equipment Assessment and System Function Analysis*
- *City of Poway, Poway, California  
Poway City Hall, Heating, Ventilation and Air Conditioning Replacement Project*
- *City of Cerritos, Cerritos, California  
Civic Center HVAC Replacement*
- *LAUSD, Phineas Banning High School, Wilmington, CA  
Remove and Replace Deteriorated HVAC System*
- *LAUSD, Apperson Elementary School, Sunland, California  
Replace Heating, Ventilation, and Air Conditioning Systems*
- *LAUSD, Downtown Business Magnet High School, Los Angeles, California  
Replace HVAC Systems*
- *Northrop Grumman, Manhattan Beach, CA  
Building O3 Interior HVAC Upgrade*



# Company Personnel

*Joseph's personal business motto is,*

*"Tenacity, because good enough rarely ever is".*

## **Joseph Scribner, PE**

Senior Associate

### ***Mechanical Engineer***

#### **Contact Number: 626-650-0350**

Joseph Scribner has mechanical design, engineering and construction coordination experience in large to small scale commercials, aviation, religious facilities, healthcare, laboratories, clean rooms, retail, educational and relocatable classroom. His primary duties include the design of heating, ventilating and air conditioning systems, preparation of specifications, cost estimates, attendance at Project Meetings and Project coordination. Additional responsibilities for Joseph consist of: initial design development, field investigations, heating and cooling load calculations, preparation of California Administrative Code Title 24 energy compliance documents, specifications and review of shop drawings and construction project coordination. His experience lies with the design of healthcare, laboratories, educational, and aviation facilities, where the projects are required to be reviewed and approved by various agencies working in close coordination with these agencies, Joseph communicates with them throughout the development of contract documents submissions for their review and during construction administration to meet all their requirements. His experience includes various aspects of construction activities such as construction pre-walks with the contractor, responding to RFIs and coordination with the design team.

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#### **10+ Years of Experience**

Joined PBS Engineers, Inc. in 2018

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#### **Background**

- BSME, California Polytechnic University of Pomona, Pomona, CA
- Registered Mechanical Engineer in California

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#### **Selected Project Experience**

- *City of Cerritos, Cerritos, California  
Civic Center HVAC Replacement*
- *City of Poway, Poway, California  
City Hall – Heating, Ventilation and Air Conditioning Equipment  
Assessment and System Function Analysis*
- *Metropolitan Water District Headquarters Building, Los Angeles,  
California, Comprehensive Assessment and Report for Chiller Water  
Plant Efficiency and Recommendations for Improvements LAUSD,  
Phineas Banning High School, Wilmington, CA  
Remove and Replace Deteriorated HVAC Equipment*
- *Northrop Grumman, Manhattan Beach, CA  
Building O3 Interior HVAC Upgrade*
- *LAUSD, Downtown Business Magnet High School, Los Angeles, California  
Replace HVAC Systems*
- *LAUSD, Apperson Elementary School, Sunland, California  
Replace Heating, Ventilation, and Air Conditioning Systems*
- *East Whittier City School District, Oceanview Elementary School, Whittier, CA  
Campus Wide Fire Alarm and HVAC Upgrade*



# Company Personnel

*Ramon's personal business motto is,*

*"Striving to be your project's MVP."*

## **Ramon Camacho**

Senior Associate

### ***Project Senior Plumbing & Fire Protection Engineer***

**Contact Number: 626-650-0350**

Mr. Camacho is responsible for plumbing and fire protection systems design. Ramon has over 24 years of design and construction experience, and over 13 years' experience in fire protection design. He is responsible for plumbing and fire protection systems design and has designed a comprehensive range of plumbing systems such as: sanitary waste and vent, domestic cold water, natural gas, storm water and compressed air. He has also designed a comprehensive range of fire protection systems such as: hydraulic calculations, fire sprinkler layout, pre-action, deluge and FM200 design. Ramon's additional responsibilities include the research and application of building, plumbing and fire protection codes to develop design criteria, scope and construction documentation. He also has experience in preliminary design, construction documentation, calculations, equipment, document review and punch list observations.

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#### **24 Years of Experience**

Joined PBS Engineers, Inc. in 2009

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#### **Background**

- UCLA Extension, Plumbing Design Systems Certification
- Oklahoma State University, Correspondence Education
- Fire Protection and Safety Engineering Technology Program

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#### **Selected Project Experience**

- *LAUSD, Downtown Business Magnet High School, Replace HVAC Systems*
- *City of Simi Valley, California, City Hall HVAC Replacement*
- *City of Cerritos, Cerritos, California  
Civic Center HVAC Replacement*
- *LAUSD, Phineas Banning High School, Remove and Replace Deteriorated  
HVAC Equipment*
- *City of Santa Ana, Santa Ana, California  
New Bike Station*
- *City of Poway, Poway, California  
Poway City Hall, Heating, Ventilation and Air Conditioning Replacement  
Project*
- *USPS, Industry Processing & Distribution Facility Center, City of Industry,  
CA Mechanical Controls System Comprehensive Assessment and Report*
- *United States Postal Service, Los Angeles Processing and Distribution  
Facility Center, Los Angeles, CA  
Heating Ventilation and Air Conditioning (HVAC) Assessment and  
Report*
- *Northrop Grumman, Manhattan Beach, CA  
Building O3 Interior HVAC Upgrade*