

PROFESSIONAL CONSULTANT SERVICES AGREEMENT (TECHNOLOGY SERVICES)

RAFTELIS FINANCIAL CONSULTANTS, INC.

CONFIGURATION AND INTEGRATION OF INSPECTION DATA INTO UWAM FOR
RIVERSIDE PUBLIC UTILITIES (RFP No. 2376)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this 25th day of July, 2024 (“Effective Date”), by and between the CITY OF RIVERSIDE (“City”), a California charter city and municipal corporation and RAFTELIS FINANCIAL CONSULTANTS, INC., a North Carolina Corporation authorized to do Business in California. (“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 RFP. No. 2376 Configuration and Integration of Inspection Data into UWAM for Riverside Public Utilities. (“Project”).

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until July 1, 2025, 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 [Forty-eight Thousand Seven Hundred Fifty dollars (\$48,750) payable in accordance with the terms set forth in Exhibit “B.” Said payment shall be made in accordance with City’s usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

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

To City

Riverside Public Utilities
City of Riverside
Attn: Jennifer Tavaglione
3435 14th Street
Riverside, CA 92501

To Consultant

Raftelis Financial Consultants, Inc.
Attn: Albair Hanna
4227 W. Trade Street, Suite 1400
Charlotte, NC 28202

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq.

of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

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

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

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

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

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

11. **Indemnification.**

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

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

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

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

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

11.4 Defense Obligation For Other Than Design Professional Liability.

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

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

12. Insurance.

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

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

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

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

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

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

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

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's

liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

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

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

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

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

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

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

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or

loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

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

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

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

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

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

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

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

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

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

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

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement

without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

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

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

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

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

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

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

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

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds

or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

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

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

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

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

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

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

33. **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

[SIGNATURES ON THE FOLLOWING PAGE]

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

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

RAFTELIS FINANCIAL CONSULTANTS,
INC., a North Carolina corporation, authorized
to do business in California.

By: Charles Mike Futrell
City Manager

By: Douglas A. Spiers
Douglas A. Spiers (Jun 26, 2024 07:43 PDT)
Print Name: Douglas A. Spiers
Title: Vice President

Attest: [Signature]
City Clerk

and

By: Christine McIntyre
Christine McIntyre (Jun 26, 2024 11:13 EDT)
Print Name: Christine McIntyre
Title: Chief Financial Officer

Certified as to Availability of Funds:

By: [Signature]
Chief Financial Officer

Approved as to Form:

By: Susan Wilson
Susan Wilson (Jun 26, 2024 08:29 PDT)
Deputy City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

EXHIBIT A

Scope of Services

The City of Riverside's Public Utilities Department (RPU) utilizes Oracle's Utilities Work and Asset Management (UWAM) version 1.9.1.2.15, to collect, store, and report field, operations, maintenance, asset, and work order data. RPU has recently implemented an updated General Order 165 (GO 165) inspection program for overhead and underground assets and requires consultant services to support configuration of UWAM to accept inspection data files and to update asset records. Overhead inspections will be conducted by a qualified inspection contractor and the underground inspections will be conducted by internal staff. City of Riverside's version of UWAM is no longer supported by Oracle and is highly customized, therefore consultant must have three (3) years' experience configuring Riverside's UWAM version 1.9.1.2.15 within the last five (5) years. Consultant services may be performed remotely.

Consultant Tasks:

- Inspection Data Loading - Consultant to establish the process for importing inspection data into UWAM for both overhead and underground inspections.
 - **Overhead Assets:**
 - Work with the department subject matter experts to finalize the inspection criteria for the overhead assets.
 - Configure UWAM inspection forms based on the finalized criteria and weighting percentage.
 - Document steps for creating new inspection forms in UWAM.
 - Provide CSV file format for import files and work with RPU and the contractor to validate the format.
 - Create scripts to process the data received back from the inspection contractors and update the records in UWAM.
 - Develop procedure to import inspection data to UWAM populating the new inspection form.
 - Support testing the scripts and making corrections as needed using sample files.
 - **Underground Assets:**
 - Work with the department subject matter experts to finalize the inspection criteria for the underground equipment.
 - Configure UWAM inspection forms based on the finalized criteria and weighing percentage.
 - Document steps for creating new inspection form in UWAM.
 - Provide CSV file format for the RPU GIS team to use for exporting the inspection data from Survey123 inspection data.

- Create scripts to process the csv file received back from GIS containing the inspection data collected in the field using Survey123.
- Develop procedure to import inspection data to UWAM populating the new inspection form.
- Support testing the scripts and making corrections as needed using sample files.

Consultant Deliverables:

- Configured inspection forms for overhead and underground inspection data in UWAM.
- Documentation for creating inspection forms in UWAM
- Demonstration to System Administrator and internal IT personnel of process for creating inspection forms in UWAM
- Obtain sample file (in agreed upon format) from overhead inspection contractor for testing purposes
- Create scripts to process overhead and underground inspection data
- Support testing with sample files in test environment
- Support one data load to production environment.

IT Requirements:

- All resources granted access to or utilizing any of the City's technology resources, systems, or data must sign and adhere to the City's Technology Use and Security Policy (Policy). This Policy outlines acceptable and unacceptable uses of technology, data security protocols, and user responsibilities.
- The City shall provide a secure remote access solution to authorized personnel. Any third-party remote access is strictly prohibited. The City's solution shall comply with all applicable security standards and protocols. Access will be granted on a least-privilege basis and subject to the City's security policies and procedures.
- Direct access to the production database will be strictly prohibited. All access to production data will be facilitated through the City's IT department, including the final data loads. Remote access to the production application, however, may be granted on a case-by-case basis at the sole discretion of the RPU, considering the specific needs and potential security risks involved. Such access will be subject to justifications, approval procedures, and adherence to all established security protocols.
- The sharing of files containing sensitive or confidential information must be conducted through secure, encrypted channels approved by RPU. Unauthorized file sharing platforms are strictly prohibited.
- Data retention periods shall be established in accordance with RPU legal and operational requirements. The Consultant will ensure that all retained data is relevant and not kept

longer than necessary. Data that has exceeded its retention period will be securely disposed of in a manner that prevents its recovery or unauthorized access.

EXHIBIT “B”
COMPENSATION

PRICING

Pricing

The following table provides a breakdown of our proposed fee for this project. This table includes the estimated level of effort required for completing each task and the hourly billing rates for our project team members. Expenses include costs associated with travel and a \$10 per hour technology charge covering computers, networks, telephones, postage, etc.

Staff Resource Title/Classification	Hourly Rate	Estimated Hours	Total Cost
Albair Hanna, Principal Consultant	\$275	50	\$13,750
John Clow, Functional Consultant	\$250	115	\$28,750
Ketan Amin, Technical Consultant	\$250	25	\$6,250
Grand Total			\$48,750

EXHIBIT “C”

KEY PERSONNEL

COMPANY PERSONNEL

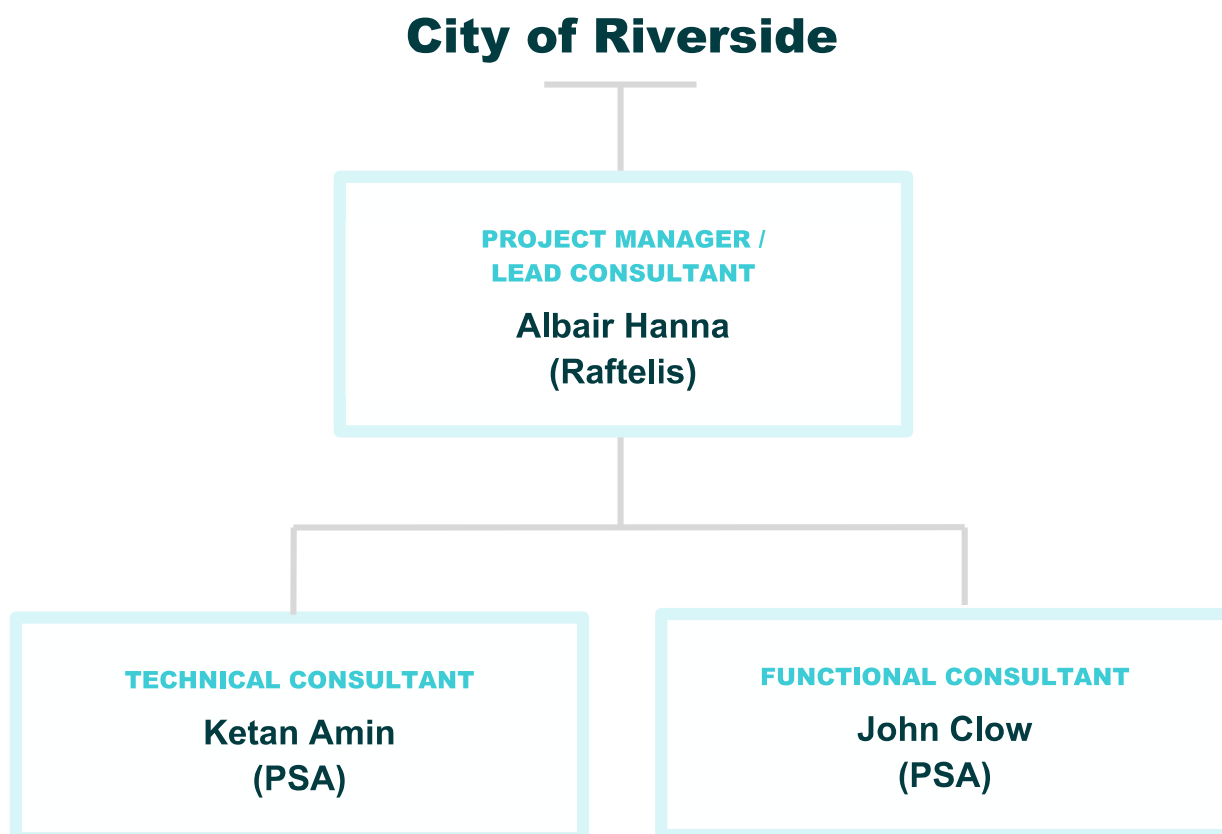
Company Personnel

WE HAVE DEVELOPED A TEAM OF CONSULTANTS WHO SPECIALIZE IN THE SPECIFIC ELEMENTS THAT WILL BE CRITICAL TO THE SUCCESS OF THE CITY'S PROJECT.

Our team includes senior-level professionals to provide experienced project leadership with support from talented consultant staff. This close-knit group has frequently collaborated on similar successful projects, providing the City with confidence in our capabilities.

Raftelis will be assisted by Process Solutions Assurance, who will serve as a subconsultant on this project. We have successfully worked with PSA for seven years. PSA's responsibilities will include developing scripts to upload inspection data, support configuration of new inspection forms in UWAM, and training staff on setting up the forms.

Here, we have included an organizational chart showing the structure of our project team. On the following pages, we have included resumes for each of our team members as well as a description of their role on the project.



Albair Hanna

PROJECT MANAGER/LEAD CONSULTANT

Principal Consultant (Raftelis)



ROLE

Albair will manage the day-to-day aspects of the project ensuring it is within budget, on schedule, and effectively meets the City's objectives. He will also lead the consulting staff in conducting analyses and preparing deliverables for the project. Albair will serve as the City's main point of contact for the project.

PROFILE

Albair Hanna has more than 30 years of experience in IT consulting and IT project management for a wide range of utilities and commercial clients throughout the United States and Canada. He has extensive experience with asset management-related software implementations, field service optimization and scheduling systems implementations. Albair manages key software application implementation and integration projects throughout North America. In this role, he advises clients and project teams on strategies for successful systems implementations, data development and migration, systems integration design and implementation, workflow improvements, and software configuration.

KEY PROJECT EXPERIENCE

City of Riverside Public Utilities (CA): Oracle WAM Reimplementation

Albair conducted a detailed assessment of the City's current CMMS system (Oracle Work and Asset Management), reviewed the asset management lifecycle and provided recommendations for next steps. He completed loading asset data, configured the preventive maintenance program, established business processes and configured the WAM system for both linear and vertical assets. Albair managed the rollout of WAM to Operation and Field personnel. Additional scope was added to evaluate the use of WAM in the electric division, streamline business process, establish asset hierarchy and update asset data. Albair managed data cleanup process and rebuilding asset hierarchy for the electric division and establishing asset lifecycle process.

City of Pasadena Water & Power (CA): CMMS Selection

Albair led the functional assessment of Pasadena's Water & Power's (PWP) maintenance and asset management program maturity and the use of their work and asset management systems. Supported development of an RFP for PWP to acquire a new, best-fit CMMS solution and provided an initial asset hierarchy and asset data collection plan. During the engagement, supported development of an Implementation Plan to guide PWP in its further development of an enterprise asset management (EAM) program.

Long Island Power Authority (NY): Asset Management Plan, CMMS Selection, Time & Attendance Selection

Albair reviewed Enterprise Asset Management implementation plan, Strategic Asset Management Plan (SAMP), several detailed Asset Management Plans (AMP) for Electric asset classes. Provided recommendations for improving the SAMP and AMP documents in alignment with ISO 55000 standards, advised on changes needed for the implementation plan and recommended implementation of new Computerized Maintenance Management System (CMMS) for all the in-plant assets (Substations) and field assets. Reviewed and advised LIPA on the RFP

Phone

805.340.5513

Specialties

- Asset Management Assessment
- Computerized Maintenance Management System
- Systems Integration
- IT Master Plan
- Business Process Improvements
- Needs Assessment

Professional History

- Raftelis: Principal Consultant (2021-present)
- Westin Technology Solutions: Vice President, Consulting (2017 – 2021)
- Westin Engineering: Vice President (2017 – 2019); Consulting Director (2006 – 2017)
- Indus International: Project Director (1998 – 2006)
- Los Angeles Water & Power: Associate Engineer (1984 – 1998)

Education

- Bachelor of Science in Mechanical Engineering - Helwan University - Egypt (1974)

Certifications

- PE in Mechanical Engineering - CA

Professional Memberships

- AWWA: CA-Nevada

for selection of new CMMS software and another RFP for the implementation services of the selected CMMS' platform. Supporting current workstreams for selecting and implementing new Time & Attendance system, strategic mobility plan, Advanced Distribution Management System 3-year roadmap, and GIS upgrade plan.

Passaic Valley Water Commission (NJ): CMMS Selection

Albair conducted detailed assessment of maintenance processes and existing systems to track maintenance activities, developed functional and technical requirements to select Commercial Off The Shelf software. Prepared Request for Proposal and managed the selection process including proposals evaluations, demonstrations, scope negotiations and contract award.

Polk County Utilities (FL): IT Master plan and CMMS Selection

Albair was the Asset and Work Management SME. The Utilities Division uses a variety of canned and custom software applications and manual processes to plan and manage the day-to-day operations, generate reports, create maintenance work orders, and track assets. Albair served as the Asset and Work Management Subject Matter Expert (SME) to conduct the Software Gap Analysis and support developing the Business Technology Roadmap to guide the Division's future technology initiatives and expenditures for the next five years. Near-term initiatives include the upgrade/replacement of their CIS and CMMS solutions with improved mobility to eliminate paper forms.

Hillsborough Facilities Maintenance Department (FL): CMMS Implementation

Albair led the upgrade of Infor legacy system MP2 to the new version EAM 11.4, work included establishing asset hierarchy in alignment with standards, collecting asset data, configuration of new system, business process improvement, integration to Oracle Financials, testing and training the end users on the Mobile devices. Albair continued to provide functional and technical support after the GO live including upgrade to the new 11.6 version and implementation of Asset Sustainability module.

Hillsborough County Public Utilities Department (FL): IT Master Plan

Albair served as the Asset and Work Management Subject Matter Expert (SME) to conduct the Software Gap Analysis and support developing the Business Technology Roadmap. The Department manages four (4) water treatment plants, eight (8) wastewater treatment plants, a bio-solids facility, and administrative and field support facilities including the operation and maintenance of over 700 wastewater pump stations.

Sarasota County (FL): IT Master Plan

Albair supported development the Business Technology Roadmap and served as Asset and Work Management Subject Matter Expert (SME). Albair conducted the Software Gap Analysis, reviewed their use of Maximo as their asset and work management system, evaluated its integration with GIS system.

East Bay Municipal Utility District (CA): CMMS Assessment

Albair conducted interviews with all departments to analyze over 15 home grown CMMS systems in addition to Maximo. Compiled gap assessment report and conducted alternatives market analysis to consolidate their systems to one Commercial Off The Shelf system.

City of Calgary (Alberta): IT Master Plan

Albair was responsible for evaluating the current state of existing systems in support of an Information Technology Strategic Plan (ITSP) to define and articulate the City's information technology vision and better align IT services with business needs. The project provided a roadmap to align technology with UEP's mission, vision, goals, and objectives. Albair reviewed the use of the Oracle Work and Asset Management software, and its integration with GIS for the spatial assets. Albair was responsible for reviewing the current state of all systems involved in the asset lifecycle and providing a comprehensive needs assessment identifying opportunities for improvements. He led future state workshops to identify the requirements for an integrated Operation and Asset Management system.

John Clow

FUNCTIONAL CONSULTANT

Principal/Owner (PSA)



ROLE

John will support configuration of UWAM inspection forms along with supporting code tables values and the weighing percentage for calculating the inspection scores for both Overhead and Underground assets. He will support training the City's UWAM administrators on how to create new forms.

PROFILE

John has more than 20 years of experience implementing Information Technology, specializing in Oracle Work and Asset Management application. He has served as Solution Architect and Program Manager for a wide range of utility clients. He is the co-Owner / CEO of PSA since 2012, supporting Utility clients implementing CMMS / EAM Solutions, with focus on Oracle Energy and Water products. He worked at Oracle from 5+ years as the Consulting Practice Director for WAM & Mobile Group. He started his career in 1995 as a Business Analyst at Synergen Associates, the founding company of WAM 1.9.

His areas of expertise include management consulting in the areas of Asset Management, Maintenance Management, Work Management, Operation and Logistics, Business Process, Strategic and Tactical Business Plan Development, Application Solution Architecture and deployment and Organizational Change Management. He has extensive knowledge of CMMS/EAM and ERP system design, configuration and implementation for Asset and Work Management.

KEY PROJECT EXPERIENCE

City of Winnipeg, Water Department (Manitoba - Canada): Oracle Work and Asset Management Architect

As an Oracle Work and Asset Management Architect, John's responsibilities include devising deployment strategies for WAM/WACS (on-premise or cloud), defining business requirements focusing on configuration and processes, planning data conversion, and establishing an enterprise reporting platform supporting WAM/WACS for informed decision-making.

City of Phoenix, Water Department (AZ): Business Review and Technology Assessment

A comprehensive review and definition of business improvements was undertaken to enhance operational efficacy. This included redefining asset hierarchy and establishing a robust failure history setup for better asset management. Furthermore, an assessment is conducted for the upgrade to WAM v2, evaluating its potential benefits and impacts on workflow efficiency and system performance.

Seminole Electric Cooperative, Inc. (FL): Implementation of Enterprise System

The outlined responsibilities encompass various aspects crucial for the successful implementation and operation of the enterprise system. This includes validating, rationalizing, and defining the system configuration and reporting strategy, ensuring alignment with organizational objectives. Facilitating business process sessions aids in defining

Specialties

- Work and asset management
- Mobile workforce management
- Customer Care and Billing
- Oracle E-Business Suite
- Oracle Cloud ERP
- Primavera P6

Professional History

- Process Solutions Assurance (PSA): Principal Consultant/Owner (2012-present)
- Oracle Corporation: Consulting Practice Director, Oracle Utilities Global Business Unit (2009-2012); Consulting Sales Director, Oracle Utilities Global Business Unit (2007-2009); Project Director, SPL WorldGroup, Inc. (Acquired by Oracle in 2007) (2005 – 2007); Sr. Implementation Consultant / Project Manager, Synergen Associates, Inc. (1995 – 2005)

Education

- Bachelor of Science in Business Administration - Cal State East Bay, (1996)

Certifications

- Association of Maintenance Professionals Certified Reliability Leader

comprehensive business requirements and mapping both current and future state processes. Defining an integration strategy between the WACS system and other operational and back-office systems ensures seamless data flow and operational efficiency. Additionally, mapping out data conversion processes and strategies ensures a smooth transition to the new system while maintaining data integrity. Finally, providing post go-live support and troubleshooting ensures ongoing system functionality and addresses any issues that may arise, fostering continuous improvement and user satisfaction.

Passaic Valley Sewerage Commission (NJ): Enterprise System

John's tasks focus on ensuring the efficiency and effectiveness of the enterprise system. This involves developing a strategy to validate, rationalize, and define the system's configuration and reporting mechanisms, aligning them with organizational goals. Additionally, facilitating business process sessions aids in defining comprehensive business requirements and mapping both current and future state processes. Furthermore, defining an integration strategy between the WAM system and other operational and back-office systems ensures seamless data flow and operational synergy, optimizing overall system performance and functionality.

Madison Gas & Electric (WI): WAM v2 Implementation

John's responsibilities revolve around optimizing the enterprise system's functionality and alignment with organizational needs. This includes developing a strategy to validate, rationalize, and define the system's configuration and reporting mechanisms, ensuring they meet business objectives effectively. Additionally, John facilitates business process sessions to enable the comprehensive definition of business requirements and the mapping of current and desired future processes, fostering clarity and efficiency in operational workflows.

Citizens Energy (IN): Enterprise Rollout of the WAM Application

John's tasks involved spearheading the initial phase of the enterprise rollout of the WAM application, ensuring its successful implementation. This included defining a comprehensive integration strategy between the WAM system and 15 other operational and back-office systems, facilitating seamless data flow and operational efficiency across the organization. Additionally, a strategy was developed to validate, rationalize, and define the enterprise system's configuration and reporting, aligning them with organizational goals effectively. Moreover, facilitating business process sessions for 12 Divisions of Citizens Energy Group aided in defining business requirements and mapping current and future state processes, fostering clarity and efficiency in operational workflows.

Ketan Amin

TECHNICAL CONSULTANT

Senior Technical Consultant (PSA)



ROLE

Ketan will develop scripts to read the inspection data files from Contractor for the Overhead and data from City's internal resources for the Underground assets. He will support testing the scripts and training the City's UWAM administrators on how to run the scripts and setup the data files for additional data loads.

PROFILE

Ketan has implemented information technology for more than 20 years, with a focus on Oracle Work and Asset Management applications. He has worked with numerous utility clients as a program manager and solution architect. Since 2012, he has served as a co-owner of PSA, helping utility clients install CMMS and EAM solutions, mostly with regard to Oracle Energy and Water products. He was the Principal Integration Manager for Oracle Energy and Water products for more than five years. From 2001 to 2007, he worked as a Senior Technical Analyst with Synergen Associates, the firm that founded WAM 1.9. Ketan has a wide range of technical knowledge in WebLogic, OUAF, BI Publisher, and PL/SQL.

KEY PROJECT EXPERIENCE

Hillsborough County (FL): Public Works Inventory

In a leadership capacity, Ketan spearheaded the integration initiative for the Public Works Inventory project, facilitating seamless collaboration between MaintStar and WAM systems. Additionally, he took charge of updating WebLogic security patches to adhere to the County's security standards, ensuring robust protection. Furthermore, he played a pivotal role in enhancing the functionality of WAM v19, contributing to its extension and optimization.

City of Phoenix (AZ): WAM v19 Upgrade

Ketan oversaw the comprehensive upgrade of existing WAM v19 environments, ensuring smooth transitions and improved functionality. Concurrently, he diligently managed the upkeep of WebLogic security patches and WAM v19 patches, prioritizing system integrity and data security. Moreover, Ketan took charge of creating and sustaining integrations, fostering seamless connections between various systems for enhanced operational efficiency.

Seminole Electric Cooperative (FL): WACS v2 Implementation

As the Technical Lead for the WACS (WAM Oracle Cloud) v2 implementation, Ketan oversees the seamless integration of on-premises applications with the new system. His responsibilities extend to orchestrating the migration of data from WAM v19 to v2.3, ensuring a smooth transition. Additionally, he is accountable for the integration of on-premises applications, guaranteeing their compatibility and functionality within the updated environment.

Passaic Valley Sewerage Commission (NJ): Technical Lead for On-Prem WAM v2 Implementation

As the Technical Lead for the On-Prem WAM v2 implementation, Ketan oversees various crucial tasks. This includes the installation and maintenance of both the WAM v2 application and the WAM-ERP connector integration, ensuring seamless operation. Additionally, he spearheads efforts related to integrations and data

Specialties

- Work and Asset Management Implementation
- Technical Analysis
- Integration of WAM Product with Financial Systems

Professional History

- Process Solutions Assurance: Senior Technical Consultant (2012-present)
- Oracle Corporation: Principal Integrations Engineer (2008-2012); Consulting Technical Manager (2007-2008); Sr. Technical Business Analyst, SPL Worldgroup Inc. (2001-2006); Sr. Customer Engineer, EMC Corp. (2000-2001); Sr. Technical Support Specialist, PE Informatics (1998-2000)

Education

- Bachelor of Science in Computer Engineering – New Jersey Institute of Technology (1996)

migration, ensuring smooth transitions and compatibility. Moreover, Ketan is responsible for providing ongoing production support, guaranteeing the continued efficiency and reliability of the system post-implementation.

Madison Gas and Electric (WI): WAM v2 Implementation

As the Technical Lead for the WAM v2 implementation, Ketan is at the forefront of critical tasks. This involves overseeing the installation and ongoing maintenance of the WAM v2 application, ensuring its smooth operation. Additionally, he spearheads efforts related to integrations and data migration, ensuring seamless transitions and compatibility with existing systems.

Veolia Water (North America): System Installations, Migrations, and Upgrades

As part of the project, Ketan was tasked with installing and migrating WAM v19 environments to a new Linux Server hosted on the cloud. This involved a meticulous process of transferring all relevant data and configurations to ensure seamless operation. Additionally, he upgraded WAM to its latest version, implementing necessary updates to enhance functionality and security. Furthermore, he conducted upgrades for WebLogic and Forms to their most recent versions, ensuring compatibility and optimizing performance across the entire environment.

Citizens Energy (IN): System Installation, Upgrades, and Integration

Ketan's role encompassed the comprehensive management of various Linux Oracle WAM environments, involving tasks ranging from installation to ongoing maintenance and upgrades. He undertook essential WebLogic Server administration duties, including installation, configuration, monitoring, and performance optimization. Moreover, Ketan spearheaded the development and execution of integration projects, seamlessly integrating WAM and Oracle E-Business, PCAD (Mobile), and ESRI GIS systems. Additionally, he played a crucial role in assessing and addressing data migration and integration needs for Citizen Energy across its 12 divisions, ensuring alignment with organizational objectives and standards.