

**ATTACHMENT "A"**  
**SCOPE OF SERVICES**

CONSULTANT may be asked to perform one or more of the following types of services as specifically directed in Task Order(s) issued to CONSULTANT:

**1. GEOTECHNICAL ENGINEERING**

Prepare geotechnical report(s) to address all geotechnical related issues including, but not limited to:

- Grading and Site Clearing
- Seepage Control and Dewatering Analysis
- Foundation Preparation
- Pavement Design
- Compacted Fills
- Soil Classification and Physical Properties
- Slope Stability and Protection
- Seismic Stability
- Open and Braced Excavation (Shallow/Deep)
- Material Testing

**2. FIELD AND LABORATORY TESTING AND REPORTING**

Perform material (such as earthwork and concrete construction) testing and reporting services. Testing may consist of, but not be limited to the following:

- Soil Sieve and Proctor Testing
- Soil Consolidation Testing
- Field Density Testing
- Concrete Cylinder Fabrication and Testing
- Asphalt Concrete Testing

CONSULTANT may also be called upon to evaluate the ability of subsurface soils to support in-ground disposal of concentrated stormwater via infiltration. Infiltration analysis typically consists of exploratory site evaluation, in-situ permeability testing and laboratory analysis of soil samples collected from relevant soil horizons. Results of in-situ permeability testing and laboratory analysis and recommendations based upon the results are presented in a concise report which will assist the DISTRICT in the design of infiltration systems. Test may consist of, but not be limited to the following:

- Double Ring Infiltration Tests
- Standard Percolation Tests
- Test Pits
- Piezometers (Groundwater Level Monitoring)

ATTACHMENT "B"  
TASK ORDER APPROVAL FORM

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CONSULTANT: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

The Scope of Services for \_\_\_\_\_, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, shall constitute an approved Task Order pursuant to the Agreement between DISTRICT and CONSULTANT dated \_\_\_\_\_ ("AGREEMENT"). CONSULTANT agrees to perform the services described in Exhibit "A" within the time set forth in the Project Schedule as described in Exhibit "B" attached hereto and incorporated herein, for a fee amount of \$\_\_\_\_\_, unless otherwise modified by DISTRICT'S Project Manager in a subsequent Task Order Approval Form. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "C" and incorporated herein by this reference.

Performance of the services shall be subject to the terms and conditions contained in the AGREEMENT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(To be filled in by General Manager-Chief Engineer)

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By: \_\_\_\_\_  
WARREN D. WILLIAMS  
General Manager-Chief Engineer

**GEI CONSULTANTS, INC.**

By: \_\_\_\_\_  
THOMAS O. KELLER  
Vice President

MULTI-YEAR CONSULTING SERVICES AGREEMENT  
For Professional Geotechnical Engineering and Ancillary Services  
FY 2012-13 to FY 2015-16

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", and Ninyo & Moore Geotechnical & Environmental Sciences Consultants, hereinafter called "CONSULTANT", hereby agree as follows:

1. PROJECT

CONSULTANT shall provide professional geotechnical engineering and ancillary services, on an as-needed basis as requested by DISTRICT, for DISTRICT'S capital improvements program in accordance with applicable Federal, State, and local laws and regulations.

2. SCOPE OF SERVICES

As requested by DISTRICT, CONSULTANT shall provide on-call geotechnical engineering and testing related services, as further described in the "Scope of Services", attached hereto as Attachment "A" and made a part hereof, in support of DISTRICT'S capital improvement projects. During the term of this Agreement, CONSULTANT may be invited to submit proposals for one or more of the various services listed in Attachment "A" as requested by DISTRICT and be assigned subsequent Task Orders, the form of which is Attachment "B", "Task Order Approval Form", attached hereto and made a part hereof. CONSULTANT understands and expressly agrees that the execution of this Agreement by CONSULTANT and/or the submission of any proposal to furnish services does not guarantee the assignment or approval of any subsequent Task Order(s).

By entering into this Agreement, CONSULTANT assumes responsible charge of the work pursuant to Section 6703 of the Professional Engineers Act; Chapter 7 of Division

1 3 of the Business and Professions Code, and shall be wholly responsible for the  
2 completeness and accuracy of all data, technical studies, reports, plans, specifications  
3 and estimates prepared pursuant to this Agreement, and shall check all such material  
4 accordingly.

5 3. PERSONNEL

6 A. Project Manager

7 For each Task Order, DISTRICT shall designate a representative who shall act  
8 as DISTRICT'S Project Manager ("Project Manager"). The Project Manager  
9 shall have authority to act on behalf of DISTRICT for all purposes under this  
10 Task Order. DISTRICT shall provide written notice to CONSULTANT of any  
11 change in Project Manager assignment for a given Task Order.  
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13 B. CONSULTANT'S Representative

14 CONSULTANT shall appoint a designated Representative for each assigned  
15 Task Order who shall be responsible for coordinating all aspects of the assigned  
16 Task Order. CONSULTANT'S Representative shall be available to  
17 DISTRICT'S Project Manager at reasonable times. CONSULTANT may  
18 appoint another person as Representative upon written notice to DISTRICT.  
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20 C. Substitution of Key Personnel

21 At the time of Task Order approval, CONSULTANT shall identify its Key  
22 Personnel who will perform each assigned Task Order to DISTRICT'S Project  
23 Manager. Should one or more of the identified Key Personnel become  
24 unavailable, CONSULTANT may substitute other personnel of equal or greater  
25 competence upon written approval by DISTRICT. In the event that DISTRICT  
26 and CONSULTANT cannot agree as to the substitution of the Key Personnel,  
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1 DISTRICT may terminate the Task Order, pursuant to the applicable provisions  
2 of this Agreement.

3 4. TERM

4 The term of this Agreement shall become effective on the date this Agreement is  
5 executed by DISTRICT'S Board of Supervisors, and shall remain in effect through the  
6 required date for completion of an assigned Task Order, provided that such Task Order  
7 was approved prior to June 30, 2016 and completed by December 31, 2016.

8 5. COMPENSATION

9 CONSULTANT shall receive compensation for all services satisfactorily performed  
10 under this Agreement in accordance with the terms of the approved Task Order(s). The  
11 total amount to be paid to CONSULTANT for the performance of all Task Orders  
12 approved pursuant to this Agreement shall not exceed one hundred fifty thousand  
13 dollars (\$150,000) in any Fiscal Year and shall not exceed the sum of four hundred fifty  
14 thousand dollars (\$450,000) over the entire term of this Agreement.

15 16 6. PAYMENT

17 Payments shall be made in accordance with the Compensation/Fee Rate Schedule  
18 attached to the approved Task Order. Progress payments, if permitted in the approved  
19 Task Order, shall be processed no more than once per month. Upon satisfactory  
20 performance of CONSULTANT'S services pursuant to an approved Task Order,  
21 DISTRICT shall pay CONSULTANT within forty-five (45) days after DISTRICT'S  
22 receipt of CONSULTANT'S appropriate invoices. DISTRICT shall not pay interest or  
23 finance charge on any outstanding balance(s). CONSULTANT shall submit its invoice,  
24 in arrears, no later than sixty (60) calendar days following the month for which  
25 satisfactory performance of CONSULTANT'S services were rendered pursuant to an  
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1 approved Task Order. Failure to submit a timely invoice will result in non-payment of  
 2 services. DISTRICT shall not be responsible for payment of any of CONSULTANT'S  
 3 invoices submitted after the 60-day period. CONSULTANT shall keep employee and  
 4 expense records according to customary accounting methods and such records shall,  
 5 upon request, be available for inspection by DISTRICT to verify the invoices of  
 6 CONSULTANT. All invoices shall itemize charges to conform to the  
 7 Compensation/Fee Rate Schedule negotiated for the Task Order. DISTRICT shall  
 8 notify CONSULTANT of any disputed amounts on invoice within thirty (30) days of  
 9 receipt.  
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11 7. PROJECT PERFORMANCE

12 A. Commencement of Services

13 CONSULTANT shall commence performance of the services for each Task  
 14 Order upon receipt of DISTRICT'S approved Task Order.  
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16 B. Time of Completion

17 Time is of the essence in the performance of this Agreement. CONSULTANT  
 18 shall complete services in accordance with the schedule(s) set forth in the  
 19 approved Task Order(s).  
 20

- 21 8. LICENSES – CONSULTANT, its employees, agents, contractors and subcontractors  
 22 shall possess appropriate Federal and/or State permits and maintain professional  
 23 licenses required by the applicable Federal, State and local regulations at all times while  
 24 performing services under this Agreement.

25 9. STANDARD OF CARE

26 While performing the services, CONSULTANT shall exercise the reasonable  
 27 professional care and skill customarily exercised by reputable members of  
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1 CONSULTANT'S profession practicing in the State of California, and shall use  
2 reasonable diligence and best judgment while exercising CONSULTANT'S professional  
3 skill and expertise. By executing this Agreement, CONSULTANT represents and  
4 maintains that CONSULTANT has the necessary experience and expertise to skillfully  
5 perform all services, duties and obligations required by this Agreement and to fully and  
6 adequately complete each approved Task Order.

7  
8 10. ERRORS AND OMISSIONS

9 In the event CONSULTANT'S data, technical studies, reports or any work products  
10 contain any errors or omissions that cause DISTRICT to incur additional expense  
11 beyond what would have otherwise resulted if there were no errors or omissions in  
12 CONSULTANT'S data, technical studies, reports or any work products, such additional  
13 expense shall be borne solely by CONSULTANT.

14 11. PERMITS AND RIGHTS OF ENTRY

15 DISTRICT shall obtain all rights of entry as may be required to allow CONSULTANT  
16 to perform the proposed consulting services within and upon privately-owned property.  
17 All permits and rights of entry as may be required from any and all affected public  
18 entities shall be obtained by CONSULTANT. Sufficient evidence of having obtained  
19 such permits and/or rights of entry shall be furnished to DISTRICT by CONSULTANT,  
20 prior to initiation of work. CONSULTANT will prosecute the work in such a manner  
21 as to minimize public inconvenience and possible hazard, and will restore the streets  
22 and other work areas to their original condition and former usefulness as soon as  
23 practicable. CONSULTANT shall be responsible for the protection of public and  
24 private property adjacent to the work and shall exercise due caution to avoid damage to  
25 such property.  
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12. NOTICES

Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
1995 Market Street  
Riverside, CA 92501  
Attn: Design and Construction Division

NINYO & MOORE  
GEOTECHNICAL &  
ENVIRONMENTAL SCIENCES  
CONSULTANTS  
11650 Mission Park Dr., Ste. 101,  
Rancho Cucamonga, CA 91730  
Attn: Kenneth Mansir, Jr.

13. REQUIRED INSURANCE

CONSULTANT shall not commence operations until DISTRICT has been furnished with original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section.

Without limiting or diminishing CONSULTANT'S obligation to indemnify or hold DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

A. Workers' Compensation

If CONSULTANT has employees as defined by the State of California, CONSULTANT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT and, if applicable, to provide a Borrowed Servant/Alternate Employer endorsement.

B. Commercial General Liability



1 Commercial General Liability insurance coverage, including but not limited to,  
2 premises liability, unmodified contractual liability, products and completed  
3 operations liability, personal and advertising injury, and cross liability coverage,  
4 covering claims which may arise from or out of CONSULTANT'S performance  
5 of its obligations hereunder. Policy shall name Riverside County Flood Control  
6 and Water Conservation District, the County of Riverside, its agencies, districts,  
7 special districts, and departments, their respective directors, officers, Board of  
8 Supervisors, elected or appointed officials, employees, agents or representatives  
9 as additional insureds. Policy's limit of liability shall not be less than  
10 \$1,000,000 per occurrence combined single limit. If such insurance contains a  
11 general aggregate limit, it shall apply separately to this Agreement or be no less  
12 than two (2) times the occurrence limit.  
13

14 C. Vehicle Liability

15 If vehicles or mobile equipment are used in the performance of the obligations  
16 under this Agreement, CONSULTANT shall maintain liability insurance for all  
17 owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per  
18 occurrence combined single limit. If such insurance contains a general  
19 aggregate limit, it shall apply separately to this Agreement or be no less than  
20 two (2) times the occurrence limit. Policy shall name Riverside County Flood  
21 Control and Water Conservation District, the County of Riverside, its agencies,  
22 districts, special districts, and departments, their respective directors, officers,  
23 Board of Supervisors, elected or appointed officials, employees, agents or  
24 representatives as additional insureds.  
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1 D. Professional Liability

2 CONSULTANT shall maintain Professional Liability Insurance providing  
3 coverage for CONSULTANT'S performance of work included within this  
4 Agreement, with a limit of liability of not less than \$1,000,000 per occurrence  
5 and \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability  
6 Insurance is written on a claims made basis rather than an occurrence basis, such  
7 insurance shall continue through the term of this Agreement and  
8 CONSULTANT shall purchase at his sole expense either: 1) an Extended  
9 Reporting Endorsement (also known as Tail Coverage); 2) Prior Dates Coverage  
10 from a new insurer with a retroactive date back to the date of, or prior to, the  
11 inception of this Agreement; or 3) demonstrate through Certificates of Insurance  
12 that CONSULTANT has maintained continuous coverage with the same or  
13 original insurer. Coverage provided under items: 1), 2) or 3) will continue as  
14 long as the law allows.  
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17 E. General Insurance Provisions – All Lines

- 18 1) Any insurance carrier providing insurance coverage hereunder shall be  
19 admitted to the State of California and have an A.M. BEST rating of not  
20 less than an A: VIII (A: 8) unless such requirements are waived, in  
21 writing, by the County Risk Manager. If the County's Risk Manager  
22 waives a requirement for a particular insurer such waiver is only valid  
23 for the specific insurer and only for one policy term.  
24  
25 2) CONSULTANT must declare its insurance self-insured retention for  
26 each coverage required herein. If any such self-insured retention  
27 exceeds \$500,000 per occurrence each such retention shall have the prior  
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1 written consent of the County Risk Manager before the commencement  
2 of operations under this Agreement. Upon notification of self-insured  
3 retention unacceptable to the DISTRICT, and at the election of the  
4 County's Risk Manager, CONSULTANT'S carriers shall either: 1)  
5 reduce or eliminate such self-insured retention with respect to this  
6 Agreement with DISTRICT, or 2) procure a bond which guarantees  
7 payment of losses and related investigations, claims administration,  
8 defense costs and expenses.

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- 10 3) CONSULTANT shall cause their insurance carrier(s) to furnish  
11 DISTRICT with either: 1) a properly executed original certificate(s) of  
12 insurance and original certified copies of endorsements effecting  
13 coverage as required herein; or 2) if requested to do so orally or in  
14 writing by the County Risk Manager, provide original certified copies of  
15 policies including all endorsements and all attachments thereto, showing  
16 such insurance is in full force and effect. Further, said certificate(s) and  
17 policies of insurance shall contain the covenant of the insurance  
18 carrier(s) that thirty (30) days written notice shall be given to DISTRICT  
19 prior to any material modification, cancellation, expiration, or reduction  
20 in coverage of such insurance. In the event of a material modification,  
21 cancellation, expiration, or reduction in coverage, this Agreement shall  
22 terminate forthwith, unless DISTRICT receives, prior to such effective  
23 date, another properly executed original certificate of insurance and  
24 original copies of endorsements or original certified policies, including  
25 all endorsements and attachments thereto, evidencing coverages and the  
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1 insurance required herein is in full force and effect. Individual(s)  
2 authorized by the insurance carrier to do so on its behalf shall sign the  
3 original endorsements for each policy and the certificate of insurance.

- 4 4) It is understood and agreed by the parties hereto that the  
5 CONSULTANT'S insurance shall be construed as primary insurance,  
6 and the DISTRICT'S insurance and/or deductibles and/or self-insured  
7 retentions or self-insured programs shall not be construed as  
8 contributory.
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10 5) If, during the term of this Agreement or any extension thereof, there is a  
11 material change in the scope of services; or there is a material change in  
12 the equipment to be used in the performance of the scope of work which  
13 will add additional exposures (such as the use of aircraft, watercraft,  
14 cranes, etc.); or the term of this Agreement, including any extensions  
15 thereof, exceeds five (5) years, the District reserves the right to adjust the  
16 types of insurance and the monetary limits of liability required under this  
17 Agreement, if, in the County Risk Manager's reasonable judgment, the  
18 amount or type of insurance carried by CONSULTANT has become  
19 inadequate.
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21 6) CONSULTANT shall pass down the insurance obligations contained  
22 herein to all tiers of subcontractors working under this Agreement.
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24 7) The insurance requirements contained in this Agreement may be met  
25 with a program(s) of self-insurance acceptable to DISTRICT.  
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1           8)     CONSULTANT agrees to notify DISTRICT of any claim by a third  
2                     party or any incident or event that may give rise to a claim arising from  
3                     the performance of this Agreement.

4 14.     INDEMNIFICATION

5     CONSULTANT shall indemnify and hold harmless DISTRICT (including its directors,  
6     officers, Board of Supervisors, elected and appointed officials, employees, agents and  
7     representatives) from any liability, claim, damage, proceeding or action, present or  
8     future, based upon, arising out of or in any way relating to CONSULTANT'S (including  
9     its officers, employees, subcontractors and agents) actual or alleged negligent, reckless  
10    or willful misconduct, acts or omissions related to this Agreement, performance under  
11    this Agreement, or failure to comply with the requirements of this Agreement, including  
12    but not limited to: (a) property damage; (b) bodily injury or death; or (c) any other  
13    element of any kind or nature whatsoever.

14    CONSULTANT shall defend, at its sole expense, including all costs and fees (including  
15    but not limited to attorney fees, cost of investigation, defense and settlements or  
16    awards), DISTRICT (including its directors, officers, Board of Supervisors, elected and  
17    appointed officials, employees, agents and representatives) in any claim, proceeding or  
18    action for which indemnification is required.

19    With respect to any of CONSULTANT'S indemnification requirements,  
20    CONSULTANT shall, at its sole cost, have the right to use counsel of their own choice  
21    and shall have the right to adjust, settle, or compromise any such claim, proceeding or  
22    action without the prior consent of DISTRICT; provided, however, that such  
23    adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
24    CONSULTANT'S indemnification obligations to DISTRICT.  
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1 CONSULTANT'S indemnification obligations shall be satisfied when CONSULTANT  
2 has provided to DISTRICT the appropriate form of dismissal (or similar document)  
3 relieving DISTRICT from any liability for the claim, proceeding or action involved.

4 The specified insurance limits required in this Agreement shall in no way limit or  
5 circumscribe CONSULTANT'S obligations to indemnify and hold harmless DISTRICT  
6 from third party claims.

7 In the event there is conflict between this section and California Civil Code Section  
8 2782, this section shall be interpreted to comply with California Civil Code Section  
9 2782. Such interpretation shall not relieve CONSULTANT from indemnifying  
10 DISTRICT (including its directors, officers, Board of Supervisors, elected and  
11 appointed officials, employees, agents and representatives) or the County of Riverside  
12 to the fullest extent allowed by law.

14 15. WORK PRODUCT

15 CONSULTANT shall provide DISTRICT with all data, calculations, technical studies,  
16 computer files, field notes, drawings, logs, reports and any other documents as set forth  
17 in the approved Task Order(s). All data, calculations, technical studies, computer files,  
18 field notes, drawings, logs, reports and any other documents produced by  
19 CONSULTANT in the performance of the services as set forth in the approved Task  
20 Order(s) shall be and remain the sole property of DISTRICT. CONSULTANT shall not  
21 publish or transfer any material produced or resulting from activities supported by this  
22 Agreement without the written consent of the General Manager-Chief Engineer of  
23 DISTRICT. If any such material is subject to copyright or trademark, the parties agree  
24 that the right to any and all copyright and/or trademark in and to the material is  
25 expressly reserved to DISTRICT. If any such material is copyrighted, the parties hereto  
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1 understand and agree that DISTRICT reserves a royalty-free, non-exclusive, and  
2 irrevocable license to reproduce, publish, and use such material, in whole or in part, and  
3 to authorize others to do so, provided written credit is given the author.

4 16. TERMINATION

5 At any time during the term of this Agreement, DISTRICT may:

6 A. Agreement

- 7 1) Terminate this Agreement without cause upon providing  
8 CONSULTANT thirty (30) days written notice stating the extent and  
9 effective date of termination; or  
10  
11 2) Upon five (5) days written notice, terminate this Agreement for  
12 CONSULTANT default, if CONSULTANT refuses or fails to comply  
13 with the provisions of this Agreement or fails to make progress so as to  
14 endanger performance and does not cure such failure within a reasonable  
15 period of time. In the event of such termination, DISTRICT may  
16 proceed with the work in a manner deemed proper to DISTRICT.  
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18 In the event DISTRICT issues a Notice of Termination, CONSULTANT shall:

- 19 i) stop all work under this Agreement on the date specified in the Notice of  
20 Termination; and ii) transfer to DISTRICT and deliver in the manner, and to the  
21 extent, if any, as directed by DISTRICT, any equipment, data or reports which,  
22 if the Agreement had been completed, would have been required to be furnished  
23 to DISTRICT.  
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25 In the event DISTRICT terminates this Agreement, DISTRICT shall make  
26 payment for all services performed in accordance with this Agreement to the  
27 date of termination, a total amount which bears the same ratio to the total  
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1 maximum fee otherwise payable under this Agreement as the services actually  
2 bear to the total services necessary for performance of this Agreement.  
3 Notwithstanding any of the other provision of this Agreement, CONSULTANT  
4 rights under this Agreement shall terminate (except for fees accrued prior to the  
5 date of termination) upon dishonesty, or a willful or material breach of this  
6 Agreement by CONSULTANT; or in the event of CONSULTANT'S  
7 unwillingness or inability for any reason whatsoever to perform the duties  
8 hereunder; or if the Agreement is terminated pursuant to Section 27 (NON-  
9 DISCRIMINATION). In such event, CONSULTANT shall not be entitled to  
10 any further compensation under this Agreement. The rights and remedies of  
11 DISTRICT provided in this section shall not be exclusive and are in addition to  
12 any other rights and remedies provided by law or under this Agreement.  
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14 B. Approved Task Order

15 Terminate an approved Task Order or portion thereof without cause upon  
16 providing CONSULTANT fourteen (14) days written notice stating the extent  
17 and effective date of termination. In the event DISTRICT issues a Notice of  
18 Termination for an approved Task Order, CONSULTANT shall: i) stop all work  
19 under the Task Order on the date specified in the Notice of Termination; and ii)  
20 transfer to DISTRICT and deliver in the manner, and to the extent, if any, as  
21 directed by DISTRICT, any equipment, data, reports or other documents which,  
22 if the Task Order had been completed, would have been required to be furnished  
23 to DISTRICT.  
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25  
26 In the event DISTRICT terminates an approved Task Order, DISTRICT shall  
27 make payment for all services satisfactorily performed in accordance with the  
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1 negotiated Task Order to the date of termination, a total amount which bears the  
2 same ratio to the total maximum fee otherwise payable under the Task Order as  
3 the services actually bear to the total services necessary for performance of the  
4 Task Order.

5 17. Basic Services of CONSULTANT

6 The scope of services associated with the performance of any specific Task Order under  
7 this Agreement shall be expressly defined and agreed upon prior to the approval of the  
8 Task Order by DISTRICT'S General Manager-Chief Engineer. Any changes to the  
9 approved scope of services must be authorized by DISTRICT'S General Manager-Chief  
10 Engineer, and shall be made in writing.

11 All work prepared by CONSULTANT shall be subject to the approval of the Project  
12 Manager. CONSULTANT shall allow the Project Manager to inspect and review  
13 CONSULTANT'S work in progress at any reasonable time. All reports, working  
14 papers, and similar work products prepared for submission in the course of providing  
15 services under this Agreement shall be submitted to the Project Manager in draft form.

16 In the event that Project Manager, in his or her sole discretion, determines the formally  
17 submitted work product to be inadequate, CONSULTANT may be required to revise  
18 and resubmit the work at no additional cost to DISTRICT. Should CONSULTANT fail  
19 to make requested corrections in a timely manner, such corrections may be made by

20 DISTRICT and the cost thereof charged to CONSULTANT. The responsibility for  
21 accuracy and completeness of such items remains solely that of CONSULTANT.

22 Neither DISTRICT'S review nor approval shall give rise to any liability or  
23 responsibility on the part of DISTRICT, or waive any of DISTRICT'S rights, or relieve  
24 CONSULTANT of its professional responsibilities or obligations under this Agreement.  
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18. PREVAILING WAGE

1 All workers shall be paid not less than the general prevailing rate of wages and benefits  
2 for work of a similar character in the locality in which the work is performed, as  
3 provided in California Labor Code Sections 1770 et seq. Pursuant to the California  
4 Labor Code, DISTRICT has obtained for the Board of Supervisors of DISTRICT from  
5 the Director of the Department of Industrial Relations, State of California, his  
6 determinations of general prevailing rates of per diem wages applicable to the work, and  
7 for holiday and overtime work, including employer payments for health and welfare,  
8 pension, vacation, apprentices and similar purposes for each craft, classification or type  
9 of workman needed, as set forth on the schedule which is on file at DISTRICT office,  
10 and which will be made available to any interested person upon request.  
11

13 19. INDEPENDENT CONTRACTOR

14 CONSULTANT and the agents and employees of CONSULTANT, shall act at all times  
15 in an independent capacity during the term of this Agreement and in the performance of  
16 the services to be rendered hereunder and shall not act as or shall not be and shall not in  
17 any manner be considered to be employees or agents of DISTRICT.  
18

19 20. SUBCONTRACTING

20 CONSULTANT may, at CONSULTANT'S own expense, retain or employ sub-  
21 consultants to accomplish certain portions of the work covered by this Agreement.  
22 However, except as specifically provided in the Compensation/Fee Rate Schedule  
23 attached to the approved Task Order or as expressly identified in this Agreement, no  
24 portion of the services pertinent to this Agreement shall be subcontracted without prior  
25 written approval and authorization by DISTRICT.  
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1 Should one or more of the sub-consultants, as identified in the Compensation/Fee Rate  
2 Schedule attached to the approved Task Order or as expressly identified in this  
3 Agreement, become unavailable, CONSULTANT may substitute other sub-consultants  
4 of equal or greater competence upon written approval by DISTRICT. In the event that  
5 DISTRICT and CONSULTANT cannot agree as to the substitution of the sub-  
6 consultant, DISTRICT may terminate the Task Order, pursuant to the applicable  
7 provisions of this Agreement.

8 In the event CONSULTANT subcontracts any portion of CONSULTANT'S duties  
9 under this Agreement, CONSULTANT shall require its sub-consultants to comply with  
10 the terms of this Agreement in the same manner as required of CONSULTANT. The  
11 fact that CONSULTANT employs sub-consultants not in his regular employ shall not  
12 relieve CONSULTANT of any responsibility regarding the adequacy of the sub-  
13 consultant's work performed or services provided pursuant to this Agreement.

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16 21. CHANGES TO TASK ORDER SCOPE OF SERVICES

17 CONSULTANT shall not perform any additional work or services outside the scope of  
18 an approved Task Order without the prior written approval of DISTRICT'S General  
19 Manager-Chief Engineer. If at any time during the performance of an approved Task  
20 Order, CONSULTANT believes that it is necessary to include certain work or services  
21 which are not clearly covered under the scope of an approved Task Order,  
22 CONSULTANT shall immediately notify the Project Manager in writing of  
23 CONSULTANT'S assertion that the work is out of scope. Said notification by  
24 CONSULTANT to the Project Manager shall not in any way be construed as proving  
25 that the work or services in question are outside the scope of the Task Order. The  
26 Project Manager must approve or reject CONSULTANT'S assertion in writing. In the  
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1 event the Project Manager determines that CONSULTANT is correct, the additional  
2 work or services shall be authorized by a new or revised Task Order that covers the new  
3 scope, cost and schedule. In the event that such notification is not given or if the  
4 Project Manager is not afforded an opportunity to negotiate the appropriate fee for such  
5 additional services prior to CONSULTANT'S commencement of such additional  
6 services, then CONSULTANT shall be deemed to have agreed to perform the work or  
7 services without any additional compensation and to have accepted sole responsibility  
8 for the performance of said work or services. Extra work done or services performed  
9 without a new or revised Task Order from DISTRICT'S General Manager-Chief  
10 Engineer shall be considered unauthorized and shall not be paid for by DISTRICT.  
11

12 At any time during the performance of an approved Task Order, DISTRICT may  
13 request that CONSULTANT perform extra services. Any work which is determined by  
14 DISTRICT to be necessary for the proper completion of the approved Task Order, but  
15 which neither CONSULTANT nor DISTRICT reasonably anticipated would be  
16 necessary at the time the scope of services for the assigned Task Order was approved,  
17 must be authorized by DISTRICT'S General Manager-Chief Engineer by a new or  
18 revised Task Order.  
19

20 At any time during the performance of the Task Order, the Project Manager, upon  
21 providing five (5) days written notice to CONSULTANT, may delete services and the  
22 associated fees from the Task Order. In the event DISTRICT requests deletion of  
23 services from the Task Order, DISTRICT shall make payment for all services  
24 satisfactorily performed in accordance with the negotiated Task Order up to the  
25 effective date of deletion; the amount of the payment shall be prorated to the total  
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1 services necessary for completion of the Task Order. No work product for the deleted  
2 services shall be provided to DISTRICT.

3 22. DISPUTES

4 A. In the event CONSULTANT considers any work demanded of CONSULTANT  
5 to be outside the requirements of this Agreement, or if CONSULTANT  
6 considers any order, instruction or decision of DISTRICT to be unfair,  
7 CONSULTANT shall promptly, upon receipt of such order, instruction or  
8 decision, ask for a written confirmation of the same whereupon CONSULTANT  
9 shall proceed without delay to perform the work or to conform to the order,  
10 instruction or decision. However, if CONSULTANT finds such order,  
11 instruction or decision unsatisfactory, CONSULTANT shall, within twenty-one  
12 (21) calendar days after receipt of same, file a written protest with DISTRICT  
13 stating clearly and in detail its objections and reasons therefor. Except for such  
14 protests or objections as are made of record in the manner specified and within  
15 the time stated herein, and except for such instances where the basis of a protest  
16 could not reasonably have been foreseen by CONSULTANT within the time  
17 limit specified for protest, CONSULTANT hereby waives all grounds for  
18 protests or objections to orders, instruction or decisions of DISTRICT and  
19 hereby agrees that, as to all matters not included in such protests, the orders,  
20 instructions and decisions of DISTRICT will be limited to matters properly  
21 falling within DISTRICT'S authority.

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25 B. Any controversy or claim arising out of or relating to this Agreement which  
26 cannot be resolved by mutual agreement may be settled by arbitration, provided  
27 that the parties hereto mutually agree to submit to arbitration.  
28

1 C. Neither the pendency of a dispute nor its consideration by arbitration shall  
2 excuse CONSULTANT from full and timely performance in accordance with  
3 the terms of this Agreement.

4 23. ASSIGNMENT

5 Neither this Agreement nor any part thereof shall be assigned by CONSULTANT  
6 without the prior written consent of DISTRICT.

7 24. CONFLICT OF INTEREST

8 CONSULTANT covenants that it presently has no interest, including but not limited to,  
9 other projects or independent contracts, and shall not acquire any such interest, direct or  
10 indirect, which would conflict in any manner or degree with the performance of services  
11 required to be performed under this Agreement. CONSULTANT further covenants that  
12 in the performance of this Agreement, no person having any such interest shall be  
13 employed or retained by it under this Agreement.  
14

15 25. JURISDICTION/LAW/SEVERABILITY

16 This Agreement is to be construed in accordance with the laws of the State of  
17 California. If any provision of this Agreement is held by a court of competent  
18 jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be  
19 declared severable and shall be given full force and effect to the extent possible.  
20

21 Any legal action, in law or in equity related to the performance or interpretation of this  
22 Agreement shall be filed only in the Superior Court for the State of California located in  
23 Riverside, California, and the parties waive any provision of law providing for a change  
24 of venue to another location. Prior to the filing of any legal action, the parties shall be  
25 obligated to attend a mediation session with a neutral mediator to try to resolve the  
26 dispute.  
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26. WAIVER

1  
2 Any waiver by DISTRICT of any breach of any one or more of the terms of this  
3 Agreement shall not be construed to be a waiver of any subsequent or other breach of  
4 the same or any other term thereof. Failure on the part of DISTRICT to require exact,  
5 full and complete compliance with any terms of this Agreement shall not be construed  
6 as in any manner changing the terms hereof, or estopping DISTRICT from enforcement  
7 hereof.

27. NON-DISCRIMINATION

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9  
10 In the performance of the terms of this Agreement, CONSULTANT shall not engage in  
11 nor permit others he may employ to engage in discrimination in the employment of  
12 persons because of the race, color, national origin or ancestry, religion, physical  
13 handicap, disability as defined by the Americans with Disabilities Act (ADA), medical  
14 condition, marital status or sex of such persons, in accordance with the provision of  
15 California Labor Code Section 1735.

28. CONFIDENTIALITY OF DATA

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17  
18 All financial, statistical, personal, technical or other data and information made  
19 available to CONSULTANT shall not be disclosed (in whole or in part) by  
20 CONSULTANT to any third parties and shall be protected by CONSULTANT from  
21 unauthorized use and disclosure. The only exception to this shall be if disclosure is  
22 approved in advance in writing by DISTRICT or if the disclosure is made to  
23 CONSULTANT'S subcontractors as anticipated by this Agreement.

24  
25 CONSULTANT shall refer all requests for information to DISTRICT. These same  
26 requirements shall be applicable to any of CONSULTANT'S subcontractors.

1 CONSULTANT shall include the requirements stated in this section of the Agreement  
2 with any of its subcontractors.

3 29. DISCREPANCIES

4 In the event of any conflict between the provisions of this Agreement and any Task  
5 Order, the provisions of this Agreement shall govern.

6 30. NON-APPROPRIATION OF FUNDS

7 It is mutually agreed and understood that the obligation(s) of DISTRICT are limited by  
8 and contingent upon the availability of DISTRICT funds for the reimbursement of  
9 CONSULTANT'S fees. In the event that such funds are not forthcoming for any  
10 reason, DISTRICT shall immediately notify CONSULTANT in writing. This  
11 Agreement shall be deemed terminated and have no further force and effect  
12 immediately upon receipt of DISTRICT'S notification by CONSULTANT. In the event  
13 of such termination, CONSULTANT shall be entitled to reimbursement of its costs in  
14 accordance with Sections 5 and 6 (COMPENSATION and PAYMENT).  
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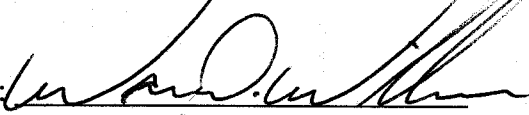
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

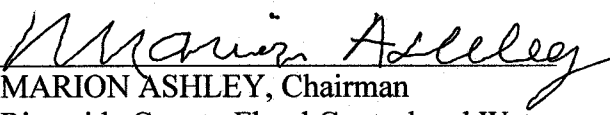
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(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By:   
WARREN D. WILLIAMS  
General Manager-Chief Engineer

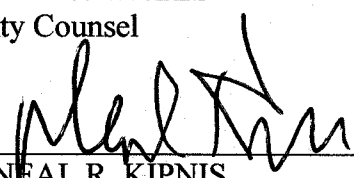
By:   
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

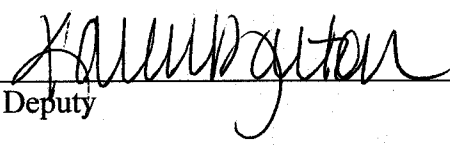
APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By:   
NEAL R. KIPNIS  
Deputy County Counsel


By:   
Deputy

(SEAL)

Multi-Year Consulting Services Agreement  
w/Ninyo & Moore  
For Professional Geotechnical Engineering and Ancillary Services  
FY 2012-13 through FY 2015-16  
02/27/13

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**NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES  
CONSULTANTS**

By:  \_\_\_\_\_  
KENNETH MANSIR, JR.  
Executive Officer

Multi-Year Consulting Services Agreement  
w/Ninyo & Moore  
For Professional Geotechnical Engineering and Ancillary Services  
FY 2012-13 through FY 2015-16  
02/27/13

**ATTACHMENT "A"**  
**SCOPE OF SERVICES**

CONSULTANT may be asked to perform one or more of the following types of services as specifically directed in Task Order(s) issued to CONSULTANT:

**1. GEOTECHNICAL ENGINEERING**

Prepare geotechnical report(s) to address all geotechnical related issues including, but not limited to:

- Grading and Site Clearing
- Seepage Control and Dewatering Analysis
- Foundation Preparation
- Pavement Design
- Compacted Fills
- Soil Classification and Physical Properties
- Slope Stability and Protection
- Seismic Stability
- Open and Braced Excavation (Shallow/Deep)
- Material Testing

**2. FIELD AND LABORATORY TESTING AND REPORTING**

Perform material (such as earthwork and concrete construction) testing and reporting services. Testing may consist of, but not be limited to the following:

- Soil Sieve and Proctor Testing
- Soil Consolidation Testing
- Field Density Testing
- Concrete Cylinder Fabrication and Testing
- Asphalt Concrete Testing

CONSULTANT may also be called upon to evaluate the ability of subsurface soils to support in-ground disposal of concentrated stormwater via infiltration. Infiltration analysis typically consists of exploratory site evaluation, in-situ permeability testing and laboratory analysis of soil samples collected from relevant soil horizons. Results of in-situ permeability testing and laboratory analysis and recommendations based upon the results are presented in a concise report which will assist the DISTRICT in the design of infiltration systems. Test may consist of, but not be limited to the following:

- Double Ring Infiltration Tests
- Standard Percolation Tests
- Test Pits
- Piezometers (Groundwater Level Monitoring)

ATTACHMENT "B"  
TASK ORDER APPROVAL FORM

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CONSULTANT: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

The Scope of Services for \_\_\_\_\_, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, shall constitute an approved Task Order pursuant to the Agreement between DISTRICT and CONSULTANT dated \_\_\_\_\_ ("AGREEMENT"). CONSULTANT agrees to perform the services described in Exhibit "A" within the time set forth in the Project Schedule as described in Exhibit "B" attached hereto and incorporated herein, for a fee amount of \$\_\_\_\_\_, unless otherwise modified by DISTRICT'S Project Manager in a subsequent Task Order Approval Form. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "C" and incorporated herein by this reference.

Performance of the services shall be subject to the terms and conditions contained in the AGREEMENT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(To be filled in by General Manager-Chief Engineer)

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By: \_\_\_\_\_  
WARREN D. WILLIAMS  
General Manager-Chief Engineer

**NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES  
CONSULTANTS**

By: \_\_\_\_\_  
KENNETH MANSIR, JR.  
Executive Officer

MULTI-YEAR CONSULTING SERVICES AGREEMENT  
For Professional Geotechnical Engineering and Ancillary Services  
FY 2012-13 to FY 2015-16

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The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", and Kleinfelder West, Inc., hereinafter called "CONSULTANT", hereby agree as follows:

1. PROJECT

CONSULTANT shall provide professional geotechnical engineering and ancillary services, on an as-needed basis as requested by DISTRICT, for DISTRICT'S capital improvements program in accordance with applicable Federal, State, and local laws and regulations.

2. SCOPE OF SERVICES

As requested by DISTRICT, CONSULTANT shall provide on-call geotechnical engineering and testing related services, as further described in the "Scope of Services", attached hereto as Attachment "A" and made a part hereof, in support of DISTRICT'S capital improvement projects. During the term of this Agreement, CONSULTANT may be invited to submit proposals for one or more of the various services listed in Attachment "A" as requested by DISTRICT and be assigned subsequent Task Orders, the form of which is Attachment "B", "Task Order Approval Form", attached hereto and made a part hereof. CONSULTANT understands and expressly agrees that the execution of this Agreement by CONSULTANT and/or the submission of any proposal to furnish services does not guarantee the assignment or approval of any subsequent Task Order(s).

By entering into this Agreement, CONSULTANT assumes responsible charge of the work pursuant to Section 6703 of the Professional Engineers Act; Chapter 7 of Division

1 3 of the Business and Professions Code, and shall be wholly responsible for the  
2 completeness and accuracy of all data, technical studies, reports, plans, specifications  
3 and estimates prepared pursuant to this Agreement, and shall check all such material  
4 accordingly.

5 3. PERSONNEL

6 A. Project Manager

7 For each Task Order, DISTRICT shall designate a representative who shall act  
8 as DISTRICT'S Project Manager ("Project Manager"). The Project Manager  
9 shall have authority to act on behalf of DISTRICT for all purposes under this  
10 Task Order. DISTRICT shall provide written notice to CONSULTANT of any  
11 change in Project Manager assignment for a given Task Order.  
12

13 B. CONSULTANT'S Representative

14 CONSULTANT shall appoint a designated Representative for each assigned  
15 Task Order who shall be responsible for coordinating all aspects of the assigned  
16 Task Order. CONSULTANT'S Representative shall be available to  
17 DISTRICT'S Project Manager at reasonable times. CONSULTANT may  
18 appoint another person as Representative upon written notice to DISTRICT.  
19

20 C. Substitution of Key Personnel

21 At the time of Task Order approval, CONSULTANT shall identify its Key  
22 Personnel who will perform each assigned Task Order to DISTRICT'S Project  
23 Manager. Should one or more of the identified Key Personnel become  
24 unavailable, CONSULTANT may substitute other personnel of equal or greater  
25 competence upon written approval by DISTRICT. In the event that DISTRICT  
26 and CONSULTANT cannot agree as to the substitution of the Key Personnel,  
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28

1 DISTRICT may terminate the Task Order, pursuant to the applicable provisions  
2 of this Agreement.

3 4. TERM

4 The term of this Agreement shall become effective on the date this Agreement is  
5 executed by DISTRICT'S Board of Supervisors, and shall remain in effect through the  
6 required date for completion of an assigned Task Order, provided that such Task Order  
7 was approved prior to June 30, 2016 and completed by December 31, 2016.

8  
9 5. COMPENSATION

10 CONSULTANT shall receive compensation for all services satisfactorily performed  
11 under this Agreement in accordance with the terms of the approved Task Order(s). The  
12 total amount to be paid to CONSULTANT for the performance of all Task Orders  
13 approved pursuant to this Agreement shall not exceed one hundred fifty thousand  
14 dollars (\$150,000) in any Fiscal Year and shall not exceed the sum of four hundred fifty  
15 thousand dollars (\$450,000) over the entire term of this Agreement.

16  
17 6. PAYMENT

18 Payments shall be made in accordance with the Compensation/Fee Rate Schedule  
19 attached to the approved Task Order. Progress payments, if permitted in the approved  
20 Task Order, shall be processed no more than once per month. Upon satisfactory  
21 performance of CONSULTANT'S services pursuant to an approved Task Order,  
22 DISTRICT shall pay CONSULTANT within forty-five (45) days after DISTRICT'S  
23 receipt of CONSULTANT'S appropriate invoices. DISTRICT shall not pay interest or  
24 finance charge on any outstanding balance(s). CONSULTANT shall submit its invoice,  
25 in arrears, no later than sixty (60) calendar days following the month for which  
26 satisfactory performance of CONSULTANT'S services were rendered pursuant to an  
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1 approved Task Order. Failure to submit a timely invoice will result in non-payment of  
 2 services. DISTRICT shall not be responsible for payment of any of CONSULTANT'S  
 3 invoices submitted after the 60-day period. CONSULTANT shall keep employee and  
 4 expense records according to customary accounting methods and such records shall,  
 5 upon request, be available for inspection by DISTRICT to verify the invoices of  
 6 CONSULTANT. All invoices shall itemize charges to conform to the  
 7 Compensation/Fee Rate Schedule negotiated for the Task Order. DISTRICT shall  
 8 notify CONSULTANT of any disputed amounts on invoice within thirty (30) days of  
 9 receipt.  
 10

11 7. PROJECT PERFORMANCE

12 A. Commencement of Services

13 CONSULTANT shall commence performance of the services for each Task  
 14 Order upon receipt of DISTRICT'S approved Task Order.  
 15

16 B. Time of Completion

17 Time is of the essence in the performance of this Agreement. CONSULTANT  
 18 shall complete services in accordance with the schedule(s) set forth in the  
 19 approved Task Order(s).  
 20

- 21 8. LICENSES – CONSULTANT, its employees, agents, contractors and subcontractors  
 22 shall possess appropriate Federal and/or State permits and maintain professional  
 23 licenses required by the applicable Federal, State and local regulations at all times while  
 24 performing services under this Agreement.

25 9. STANDARD OF CARE

26 While performing the services, CONSULTANT shall exercise the reasonable  
 27 professional care and skill customarily exercised by reputable members of  
 28



1 CONSULTANT'S profession practicing in the State of California, and shall use  
2 reasonable diligence and best judgment while exercising CONSULTANT'S professional  
3 skill and expertise. By executing this Agreement, CONSULTANT represents and  
4 maintains that CONSULTANT has the necessary experience and expertise to skillfully  
5 perform all services, duties and obligations required by this Agreement and to fully and  
6 adequately complete each approved Task Order.

7  
8 10. ERRORS AND OMISSIONS

9 In the event CONSULTANT'S data, technical studies, reports or any work products  
10 contain any errors or omissions that cause DISTRICT to incur additional expense  
11 beyond what would have otherwise resulted if there were no errors or omissions in  
12 CONSULTANT'S data, technical studies, reports or any work products, such additional  
13 expense shall be borne solely by CONSULTANT.

14 11. PERMITS AND RIGHTS OF ENTRY

15 DISTRICT shall obtain all rights of entry as may be required to allow CONSULTANT  
16 to perform the proposed consulting services within and upon privately-owned property.  
17 All permits and rights of entry as may be required from any and all affected public  
18 entities shall be obtained by CONSULTANT. Sufficient evidence of having obtained  
19 such permits and/or rights of entry shall be furnished to DISTRICT by CONSULTANT,  
20 prior to initiation of work. CONSULTANT will prosecute the work in such a manner  
21 as to minimize public inconvenience and possible hazard, and will restore the streets  
22 and other work areas to their original condition and former usefulness as soon as  
23 practicable. CONSULTANT shall be responsible for the protection of public and  
24 private property adjacent to the work and shall exercise due caution to avoid damage to  
25 such property.  
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12. NOTICES

Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT 1995 Market Street Riverside, CA 92501 Attn: Design and Construction Division	KLEINFELDER WEST, INC. 3880 Lemon Street, Ste. 300 Riverside, CA 92501 Attn: Eric Noel
----------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------

13. REQUIRED INSURANCE

CONSULTANT shall not commence operations until DISTRICT has been furnished with original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section.

Without limiting or diminishing CONSULTANT'S obligation to indemnify or hold DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

A. Workers' Compensation

If CONSULTANT has employees as defined by the State of California, CONSULTANT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT and, if applicable, to provide a Borrowed Servant/Alternate Employer endorsement.

1           B.     Commercial General Liability

2           Commercial General Liability insurance coverage, including but not limited to,  
3           premises liability, unmodified contractual liability, products and completed  
4           operations liability, personal and advertising injury, and cross liability coverage,  
5           covering claims which may arise from or out of CONSULTANT'S performance  
6           of its obligations hereunder. Policy shall name Riverside County Flood Control  
7           and Water Conservation District, the County of Riverside, its agencies, districts,  
8           special districts, and departments, their respective directors, officers, Board of  
9           Supervisors, elected or appointed officials, employees, agents or representatives  
10          as additional insureds. Policy's limit of liability shall not be less than  
11          \$1,000,000 per occurrence combined single limit. If such insurance contains a  
12          general aggregate limit, it shall apply separately to this Agreement or be no less  
13          than two (2) times the occurrence limit.  
14

15           C.     Vehicle Liability

16           If vehicles or mobile equipment are used in the performance of the obligations  
17           under this Agreement, CONSULTANT shall maintain liability insurance for all  
18           owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per  
19           occurrence combined single limit. If such insurance contains a general  
20           aggregate limit, it shall apply separately to this Agreement or be no less than  
21           two (2) times the occurrence limit. Policy shall name Riverside County Flood  
22           Control and Water Conservation District, the County of Riverside, its agencies,  
23           districts, special districts, and departments, their respective directors, officers,  
24           Board of Supervisors, elected or appointed officials, employees, agents or  
25           representatives as additional insureds.  
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1 D. Professional Liability

2 CONSULTANT shall maintain Professional Liability Insurance providing  
3 coverage for CONSULTANT'S performance of work included within this  
4 Agreement, with a limit of liability of not less than \$1,000,000 per occurrence  
5 and \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability  
6 Insurance is written on a claims made basis rather than an occurrence basis, such  
7 insurance shall continue through the term of this Agreement and  
8 CONSULTANT shall purchase at his sole expense either: 1) an Extended  
9 Reporting Endorsement (also known as Tail Coverage); 2) Prior Dates Coverage  
10 from a new insurer with a retroactive date back to the date of, or prior to, the  
11 inception of this Agreement; or 3) demonstrate through Certificates of Insurance  
12 that CONSULTANT has maintained continuous coverage with the same or  
13 original insurer. Coverage provided under items: 1), 2) or 3) will continue as  
14 long as the law allows.  
15

16 E. General Insurance Provisions – All Lines

- 17
- 18 1) Any insurance carrier providing insurance coverage hereunder shall be  
19 admitted to the State of California and have an A.M. BEST rating of not  
20 less than an A: VIII (A: 8) unless such requirements are waived, in  
21 writing, by the County Risk Manager. If the County's Risk Manager  
22 waives a requirement for a particular insurer such waiver is only valid  
23 for the specific insurer and only for one policy term.
- 24
- 25 2) CONSULTANT must declare its insurance self-insured retention for  
26 each coverage required herein. If any such self-insured retention  
27 exceeds \$500,000 per occurrence each such retention shall have the prior  
28

1 written consent of the County Risk Manager before the commencement  
2 of operations under this Agreement. Upon notification of self-insured  
3 retention unacceptable to the DISTRICT, and at the election of the  
4 County's Risk Manager, CONSULTANT'S carriers shall either: 1)  
5 reduce or eliminate such self-insured retention with respect to this  
6 Agreement with DISTRICT, or 2) procure a bond which guarantees  
7 payment of losses and related investigations, claims administration,  
8 defense costs and expenses.

- 9
- 10 3) CONSULTANT shall cause their insurance carrier(s) to furnish  
11 DISTRICT with either: 1) a properly executed original certificate(s) of  
12 insurance and original certified copies of endorsements effecting  
13 coverage as required herein; or 2) if requested to do so orally or in  
14 writing by the County Risk Manager, provide original certified copies of  
15 policies including all endorsements and all attachments thereto, showing  
16 such insurance is in full force and effect. Further, said certificate(s) and  
17 policies of insurance shall contain the covenant of the insurance  
18 carrier(s) that thirty (30) days written notice shall be given to DISTRICT  
19 prior to any material modification, cancellation, expiration, or reduction  
20 in coverage of such insurance. In the event of a material modification,  
21 cancellation, expiration, or reduction in coverage, this Agreement shall  
22 terminate forthwith, unless DISTRICT receives, prior to such effective  
23 date, another properly executed original certificate of insurance and  
24 original copies of endorsements or original certified policies, including  
25 all endorsements and attachments thereto, evidencing coverages and the  
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1 insurance required herein is in full force and effect. Individual(s)  
2 authorized by the insurance carrier to do so on its behalf shall sign the  
3 original endorsements for each policy and the certificate of insurance.

4 4) It is understood and agreed by the parties hereto that the  
5 CONSULTANT'S insurance shall be construed as primary insurance,  
6 and the DISTRICT'S insurance and/or deductibles and/or self-insured  
7 retentions or self-insured programs shall not be construed as  
8 contributory.

9  
10 5) If, during the term of this Agreement or any extension thereof, there is a  
11 material change in the scope of services; or there is a material change in  
12 the equipment to be used in the performance of the scope of work which  
13 will add additional exposures (such as the use of aircraft, watercraft,  
14 cranes, etc.); or the term of this Agreement, including any extensions  
15 thereof, exceeds five (5) years, the District reserves the right to adjust the  
16 types of insurance and the monetary limits of liability required under this  
17 Agreement, if, in the County Risk Manager's reasonable judgment, the  
18 amount or type of insurance carried by CONSULTANT has become  
19 inadequate.  
20

21 6) CONSULTANT shall pass down the insurance obligations contained  
22 herein to all tiers of subcontractors working under this Agreement.

23  
24 7) The insurance requirements contained in this Agreement may be met  
25 with a program(s) of self-insurance acceptable to DISTRICT.  
26  
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1           8)     CONSULTANT agrees to notify DISTRICT of any claim by a third  
2                     party or any incident or event that may give rise to a claim arising from  
3                     the performance of this Agreement.

4 14.     INDEMNIFICATION

5     CONSULTANT shall indemnify and hold harmless DISTRICT (including its directors,  
6     officers, Board of Supervisors, elected and appointed officials, employees, agents and  
7     representatives) from any liability, claim, damage, proceeding or action, present or  
8     future, based upon, arising out of or in any way relating to CONSULTANT'S (including  
9     its officers, employees, subcontractors and agents) actual or alleged negligent, reckless  
10    or willful misconduct, acts or omissions related to this Agreement, performance under  
11    this Agreement, or failure to comply with the requirements of this Agreement, including  
12    but not limited to: (a) property damage; (b) bodily injury or death; or (c) any other  
13    element of any kind or nature whatsoever.

14  
15    CONSULTANT shall defend, at its sole expense, including all costs and fees (including  
16    but not limited to attorney fees, cost of investigation, defense and settlements or  
17    awards), DISTRICT (including its directors, officers, Board of Supervisors, elected and  
18    appointed officials, employees, agents and representatives) in any claim, proceeding or  
19    action for which indemnification is required.  
20

21    With respect to any of CONSULTANT'S indemnification requirements,  
22    CONSULTANT shall, at its sole cost, have the right to use counsel of their own choice  
23    and shall have the right to adjust, settle, or compromise any such claim, proceeding or  
24    action without the prior consent of DISTRICT; provided, however, that such  
25    adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
26    CONSULTANT'S indemnification obligations to DISTRICT.  
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1 CONSULTANT'S indemnification obligations shall be satisfied when CONSULTANT  
2 has provided to DISTRICT the appropriate form of dismissal (or similar document)  
3 relieving DISTRICT from any liability for the claim, proceeding or action involved.

4 The specified insurance limits required in this Agreement shall in no way limit or  
5 circumscribe CONSULTANT'S obligations to indemnify and hold harmless DISTRICT  
6 from third party claims.

7 In the event there is conflict between this section and California Civil Code Section  
8 2782, this section shall be interpreted to comply with California Civil Code Section  
9 2782. Such interpretation shall not relieve CONSULTANT from indemnifying  
10 DISTRICT (including its directors, officers, Board of Supervisors, elected and  
11 appointed officials, employees, agents and representatives) or the County of Riverside  
12 to the fullest extent allowed by law.

13  
14 15. WORK PRODUCT

15 CONSULTANT shall provide DISTRICT with all data, calculations, technical studies,  
16 computer files, field notes, drawings, logs, reports and any other documents as set forth  
17 in the approved Task Order(s). All data, calculations, technical studies, computer files,  
18 field notes, drawings, logs, reports and any other documents produced by  
19 CONSULTANT in the performance of the services as set forth in the approved Task  
20 Order(s) shall be and remain the sole property of DISTRICT. CONSULTANT shall not  
21 publish or transfer any material produced or resulting from activities supported by this  
22 Agreement without the written consent of the General Manager-Chief Engineer of  
23 DISTRICT. If any such material is subject to copyright or trademark, the parties agree  
24 that the right to any and all copyright and/or trademark in and to the material is  
25 expressly reserved to DISTRICT. If any such material is copyrighted, the parties hereto  
26  
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1 understand and agree that DISTRICT reserves a royalty-free, non-exclusive, and  
2 irrevocable license to reproduce, publish, and use such material, in whole or in part, and  
3 to authorize others to do so, provided written credit is given the author.

4 16. TERMINATION

5 At any time during the term of this Agreement, DISTRICT may:

6 A. Agreement

- 7
- 8 1) Terminate this Agreement without cause upon providing  
9 CONSULTANT thirty (30) days written notice stating the extent and  
10 effective date of termination; or
- 11 2) Upon five (5) days written notice, terminate this Agreement for  
12 CONSULTANT default, if CONSULTANT refuses or fails to comply  
13 with the provisions of this Agreement or fails to make progress so as to  
14 endanger performance and does not cure such failure within a reasonable  
15 period of time. In the event of such termination, DISTRICT may  
16 proceed with the work in a manner deemed proper to DISTRICT.  
17

18 In the event DISTRICT issues a Notice of Termination, CONSULTANT shall:

- 19 i) stop all work under this Agreement on the date specified in the Notice of  
20 Termination; and ii) transfer to DISTRICT and deliver in the manner, and to the  
21 extent, if any, as directed by DISTRICT, any equipment, data or reports which,  
22 if the Agreement had been completed, would have been required to be furnished  
23 to DISTRICT.  
24

25 In the event DISTRICT terminates this Agreement, DISTRICT shall make  
26 payment for all services performed in accordance with this Agreement to the  
27 date of termination, a total amount which bears the same ratio to the total  
28

1 maximum fee otherwise payable under this Agreement as the services actually  
2 bear to the total services necessary for performance of this Agreement.  
3 Notwithstanding any of the other provision of this Agreement, CONSULTANT  
4 rights under this Agreement shall terminate (except for fees accrued prior to the  
5 date of termination) upon dishonesty, or a willful or material breach of this  
6 Agreement by CONSULTANT; or in the event of CONSULTANT'S  
7 unwillingness or inability for any reason whatsoever to perform the duties  
8 hereunder; or if the Agreement is terminated pursuant to Section 27 (NON-  
9 DISCRIMINATION). In such event, CONSULTANT shall not be entitled to  
10 any further compensation under this Agreement. The rights and remedies of  
11 DISTRICT provided in this section shall not be exclusive and are in addition to  
12 any other rights and remedies provided by law or under this Agreement.  
13

14 B. Approved Task Order

15 Terminate an approved Task Order or portion thereof without cause upon  
16 providing CONSULTANT fourteen (14) days written notice stating the extent  
17 and effective date of termination. In the event DISTRICT issues a Notice of  
18 Termination for an approved Task Order, CONSULTANT shall: i) stop all work  
19 under the Task Order on the date specified in the Notice of Termination; and ii)  
20 transfer to DISTRICT and deliver in the manner, and to the extent, if any, as  
21 directed by DISTRICT, any equipment, data, reports or other documents which,  
22 if the Task Order had been completed, would have been required to be furnished  
23 to DISTRICT.  
24

25  
26 In the event DISTRICT terminates an approved Task Order, DISTRICT shall  
27 make payment for all services satisfactorily performed in accordance with the  
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1 negotiated Task Order to the date of termination, a total amount which bears the  
2 same ratio to the total maximum fee otherwise payable under the Task Order as  
3 the services actually bear to the total services necessary for performance of the  
4 Task Order.

5 17. Basic Services of CONSULTANT

6 The scope of services associated with the performance of any specific Task Order under  
7 this Agreement shall be expressly defined and agreed upon prior to the approval of the  
8 Task Order by DISTRICT'S General Manager-Chief Engineer. Any changes to the  
9 approved scope of services must be authorized by DISTRICT'S General Manager-Chief  
10 Engineer, and shall be made in writing.

11 All work prepared by CONSULTANT shall be subject to the approval of the Project  
12 Manager. CONSULTANT shall allow the Project Manager to inspect and review  
13 CONSULTANT'S work in progress at any reasonable time. All reports, working  
14 papers, and similar work products prepared for submission in the course of providing  
15 services under this Agreement shall be submitted to the Project Manager in draft form.

16 In the event that Project Manager, in his or her sole discretion, determines the formally  
17 submitted work product to be inadequate, CONSULTANT may be required to revise  
18 and resubmit the work at no additional cost to DISTRICT. Should CONSULTANT fail  
19 to make requested corrections in a timely manner, such corrections may be made by  
20 DISTRICT and the cost thereof charged to CONSULTANT. The responsibility for  
21 accuracy and completeness of such items remains solely that of CONSULTANT.  
22 Neither DISTRICT'S review nor approval shall give rise to any liability or  
23 responsibility on the part of DISTRICT, or waive any of DISTRICT'S rights, or relieve  
24 CONSULTANT of its professional responsibilities or obligations under this Agreement.  
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18. PREVAILING WAGE

1 All workers shall be paid not less than the general prevailing rate of wages and benefits  
2 for work of a similar character in the locality in which the work is performed, as  
3 provided in California Labor Code Sections 1770 et seq. Pursuant to the California  
4 Labor Code, DISTRICT has obtained for the Board of Supervisors of DISTRICT from  
5 the Director of the Department of Industrial Relations, State of California, his  
6 determinations of general prevailing rates of per diem wages applicable to the work, and  
7 for holiday and overtime work, including employer payments for health and welfare,  
8 pension, vacation, apprentices and similar purposes for each craft, classification or type  
9 of workman needed, as set forth on the schedule which is on file at DISTRICT office,  
10 and which will be made available to any interested person upon request.  
11

13 19. INDEPENDENT CONTRACTOR

14 CONSULTANT and the agents and employees of CONSULTANT, shall act at all times  
15 in an independent capacity during the term of this Agreement and in the performance of  
16 the services to be rendered hereunder and shall not act as or shall not be and shall not in  
17 any manner be considered to be employees or agents of DISTRICT.  
18

19 20. SUBCONTRACTING

20 CONSULTANT may, at CONSULTANT'S own expense, retain or employ sub-  
21 consultants to accomplish certain portions of the work covered by this Agreement.  
22 However, except as specifically provided in the Compensation/Fee Rate Schedule  
23 attached to the approved Task Order or as expressly identified in this Agreement, no  
24 portion of the services pertinent to this Agreement shall be subcontracted without prior  
25 written approval and authorization by DISTRICT.  
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1 Should one or more of the sub-consultants, as identified in the Compensation/Fee Rate  
2 Schedule attached to the approved Task Order or as expressly identified in this  
3 Agreement, become unavailable, CONSULTANT may substitute other sub-consultants  
4 of equal or greater competence upon written approval by DISTRICT. In the event that  
5 DISTRICT and CONSULTANT cannot agree as to the substitution of the sub-  
6 consultant, DISTRICT may terminate the Task Order, pursuant to the applicable  
7 provisions of this Agreement.  
8

9 In the event CONSULTANT subcontracts any portion of CONSULTANT'S duties  
10 under this Agreement, CONSULTANT shall require its sub-consultants to comply with  
11 the terms of this Agreement in the same manner as required of CONSULTANT. The  
12 fact that CONSULTANT employs sub-consultants not in his regular employ shall not  
13 relieve CONSULTANT of any responsibility regarding the adequacy of the sub-  
14 consultant's work performed or services provided pursuant to this Agreement.  
15

16 21. CHANGES TO TASK ORDER SCOPE OF SERVICES

17 CONSULTANT shall not perform any additional work or services outside the scope of  
18 an approved Task Order without the prior written approval of DISTRICT'S General  
19 Manager-Chief Engineer. If at any time during the performance of an approved Task  
20 Order, CONSULTANT believes that it is necessary to include certain work or services  
21 which are not clearly covered under the scope of an approved Task Order,  
22 CONSULTANT shall immediately notify the Project Manager in writing of  
23 CONSULTANT'S assertion that the work is out of scope. Said notification by  
24 CONSULTANT to the Project Manager shall not in any way be construed as proving  
25 that the work or services in question are outside the scope of the Task Order. The  
26 Project Manager must approve or reject CONSULTANT'S assertion in writing. In the  
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1 event the Project Manager determines that CONSULTANT is correct, the additional  
2 work or services shall be authorized by a new or revised Task Order that covers the new  
3 scope, cost and schedule. In the event that such notification is not given or if the  
4 Project Manager is not afforded an opportunity to negotiate the appropriate fee for such  
5 additional services prior to CONSULTANT'S commencement of such additional  
6 services, then CONSULTANT shall be deemed to have agreed to perform the work or  
7 services without any additional compensation and to have accepted sole responsibility  
8 for the performance of said work or services. Extra work done or services performed  
9 without a new or revised Task Order from DISTRICT'S General Manager-Chief  
10 Engineer shall be considered unauthorized and shall not be paid for by DISTRICT.  
11

12 At any time during the performance of an approved Task Order, DISTRICT may  
13 request that CONSULTANT perform extra services. Any work which is determined by  
14 DISTRICT to be necessary for the proper completion of the approved Task Order, but  
15 which neither CONSULTANT nor DISTRICT reasonably anticipated would be  
16 necessary at the time the scope of services for the assigned Task Order was approved,  
17 must be authorized by DISTRICT'S General Manager-Chief Engineer by a new or  
18 revised Task Order.  
19

20 At any time during the performance of the Task Order, the Project Manager, upon  
21 providing five (5) days written notice to CONSULTANT, may delete services and the  
22 associated fees from the Task Order. In the event DISTRICT requests deletion of  
23 services from the Task Order, DISTRICT shall make payment for all services  
24 satisfactorily performed in accordance with the negotiated Task Order up to the  
25 effective date of deletion; the amount of the payment shall be prorated to the total  
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1 services necessary for completion of the Task Order. No work product for the deleted  
2 services shall be provided to DISTRICT.

3 22. DISPUTES

4 A. In the event CONSULTANT considers any work demanded of CONSULTANT  
5 to be outside the requirements of this Agreement, or if CONSULTANT  
6 considers any order, instruction or decision of DISTRICT to be unfair,  
7 CONSULTANT shall promptly, upon receipt of such order, instruction or  
8 decision, ask for a written confirmation of the same whereupon CONSULTANT  
9 shall proceed without delay to perform the work or to conform to the order,  
10 instruction or decision. However, if CONSULTANT finds such order,  
11 instruction or decision unsatisfactory, CONSULTANT shall, within twenty-one  
12 (21) calendar days after receipt of same, file a written protest with DISTRICT  
13 stating clearly and in detail its objections and reasons therefor. Except for such  
14 protests or objections as are made of record in the manner specified and within  
15 the time stated herein, and except for such instances where the basis of a protest  
16 could not reasonably have been foreseen by CONSULTANT within the time  
17 limit specified for protest, CONSULTANT hereby waives all grounds for  
18 protests or objections to orders, instruction or decisions of DISTRICT and  
19 hereby agrees that, as to all matters not included in such protests, the orders,  
20 instructions and decisions of DISTRICT will be limited to matters properly  
21 falling within DISTRICT'S authority.

22 B. Any controversy or claim arising out of or relating to this Agreement which  
23 cannot be resolved by mutual agreement may be settled by arbitration, provided  
24 that the parties hereto mutually agree to submit to arbitration.  
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1 C. Neither the pendency of a dispute nor its consideration by arbitration shall  
2 excuse CONSULTANT from full and timely performance in accordance with  
3 the terms of this Agreement.

4 23. ASSIGNMENT

5 Neither this Agreement nor any part thereof shall be assigned by CONSULTANT  
6 without the prior written consent of DISTRICT.

7 24. CONFLICT OF INTEREST

8 CONSULTANT covenants that it presently has no interest, including but not limited to,  
9 other projects or independent contracts, and shall not acquire any such interest, direct or  
10 indirect, which would conflict in any manner or degree with the performance of services  
11 required to be performed under this Agreement. CONSULTANT further covenants that  
12 in the performance of this Agreement, no person having any such interest shall be  
13 employed or retained by it under this Agreement.

14 25. JURISDICTION/LAW/SEVERABILITY

15 This Agreement is to be construed in accordance with the laws of the State of  
16 California. If any provision of this Agreement is held by a court of competent  
17 jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be  
18 declared severable and shall be given full force and effect to the extent possible.

19 Any legal action, in law or in equity related to the performance or interpretation of this  
20 Agreement shall be filed only in the Superior Court for the State of California located in  
21 Riverside, California, and the parties waive any provision of law providing for a change  
22 of venue to another location. Prior to the filing of any legal action, the parties shall be  
23 obligated to attend a mediation session with a neutral mediator to try to resolve the  
24 dispute.  
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26. WAIVER

Any waiver by DISTRICT of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other term thereof. Failure on the part of DISTRICT to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT from enforcement hereof.

27. NON-DISCRIMINATION

In the performance of the terms of this Agreement, CONSULTANT shall not engage in nor permit others he may employ to engage in discrimination in the employment of persons because of the race, color, national origin or ancestry, religion, physical handicap, disability as defined by the Americans with Disabilities Act (ADA), medical condition, marital status or sex of such persons, in accordance with the provision of California Labor Code Section 1735.

28. CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical or other data and information made available to CONSULTANT shall not be disclosed (in whole or in part) by CONSULTANT to any third parties and shall be protected by CONSULTANT from unauthorized use and disclosure. The only exception to this shall be if disclosure is approved in advance in writing by DISTRICT or if the disclosure is made to CONSULTANT'S subcontractors as anticipated by this Agreement.

CONSULTANT shall refer all requests for information to DISTRICT. These same requirements shall be applicable to any of CONSULTANT'S subcontractors.

1 CONSULTANT shall include the requirements stated in this section of the Agreement  
2 with any of its subcontractors.

3 29. DISCREPANCIES

4 In the event of any conflict between the provisions of this Agreement and any Task  
5 Order, the provisions of this Agreement shall govern.

6 30. NON-APPROPRIATION OF FUNDS

7 It is mutually agreed and understood that the obligation(s) of DISTRICT are limited by  
8 and contingent upon the availability of DISTRICT funds for the reimbursement of  
9 CONSULTANT'S fees. In the event that such funds are not forthcoming for any  
10 reason, DISTRICT shall immediately notify CONSULTANT in writing. This  
11 Agreement shall be deemed terminated and have no further force and effect  
12 immediately upon receipt of DISTRICT'S notification by CONSULTANT. In the event  
13 of such termination, CONSULTANT shall be entitled to reimbursement of its costs in  
14 accordance with Sections 5 and 6 (COMPENSATION and PAYMENT).  
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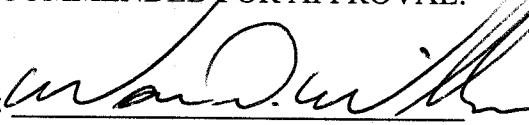
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

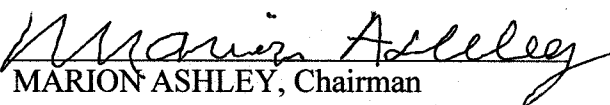
APR 09 2013

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By:   
WARREN D. WILLIAMS  
General Manager-Chief Engineer

By:   
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

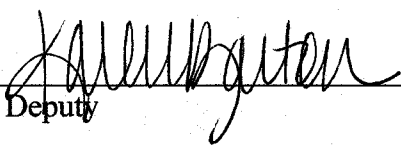
APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By:   
NEAL R. KIPNIS  
Deputy County Counsel

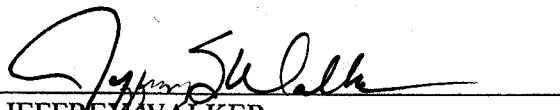
By:   
Deputy

(SEAL)

Multi-Year Consulting Services Agreement  
w/Kleinfelder West  
For Professional Geotechnical Engineering and Ancillary Services  
FY 2012-13 through FY 2015-16  
02/27/13

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**KLEINFELDER WEST, INC.**

By:   
JEFFREY WALKER  
Client Account Manager

Multi-Year Consulting Services Agreement  
w/Kleinfelder West  
For Professional Geotechnical Engineering and Ancillary Services  
FY 2012-13 through FY 2015-16  
02/27/13

**ATTACHMENT "A"**  
**SCOPE OF SERVICES**

CONSULTANT may be asked to perform one or more of the following types of services as specifically directed in Task Order(s) issued to CONSULTANT:

**1. GEOTECHNICAL ENGINEERING**

Prepare geotechnical report(s) to address all geotechnical related issues including, but not limited to:

- Grading and Site Clearing
- Seepage Control and Dewatering Analysis
- Foundation Preparation
- Pavement Design
- Compacted Fills
- Soil Classification and Physical Properties
- Slope Stability and Protection
- Seismic Stability
- Open and Braced Excavation (Shallow/Deep)
- Material Testing

**2. FIELD AND LABORATORY TESTING AND REPORTING**

Perform material (such as earthwork and concrete construction) testing and reporting services. Testing may consist of, but not be limited to the following:

- Soil Sieve and Proctor Testing
- Soil Consolidation Testing
- Field Density Testing
- Concrete Cylinder Fabrication and Testing
- Asphalt Concrete Testing

CONSULTANT may also be called upon to evaluate the ability of subsurface soils to support in-ground disposal of concentrated stormwater via infiltration. Infiltration analysis typically consists of exploratory site evaluation, in-situ permeability testing and laboratory analysis of soil samples collected from relevant soil horizons. Results of in-situ permeability testing and laboratory analysis and recommendations based upon the results are presented in a concise report which will assist the DISTRICT in the design of infiltration systems. Test may consist of, but not be limited to the following:

- Double Ring Infiltration Tests
- Standard Percolation Tests
- Test Pits
- Piezometers (Groundwater Level Monitoring)

ATTACHMENT "B"  
**TASK ORDER APPROVAL FORM**

CONSULTANT: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

The Scope of Services for \_\_\_\_\_, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, shall constitute an approved Task Order pursuant to the Agreement between DISTRICT and CONSULTANT dated \_\_\_\_\_ ("AGREEMENT"). CONSULTANT agrees to perform the services described in Exhibit "A" within the time set forth in the Project Schedule as described in Exhibit "B" attached hereto and incorporated herein, for a fee amount of \$\_\_\_\_\_, unless otherwise modified by DISTRICT'S Project Manager in a subsequent Task Order Approval Form. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "C" and incorporated herein by this reference.

Performance of the services shall be subject to the terms and conditions contained in the AGREEMENT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
(To be filled in by General Manager-Chief Engineer)

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By: \_\_\_\_\_  
WARREN D. WILLIAMS  
General Manager-Chief Engineer

**KLEINFELDER WEST, INC.**

By: \_\_\_\_\_  
JEFFREY WALKER  
Client Account Manager

MULTI-YEAR CONSULTING SERVICES AGREEMENT  
For Professional Geotechnical Engineering and Ancillary Services  
FY 2012-13 to FY 2015-16

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", and Leighton Consulting, Inc., hereinafter called "CONSULTANT", hereby agree as follows:

1. PROJECT

CONSULTANT shall provide professional geotechnical engineering and ancillary services, on an as-needed basis as requested by DISTRICT, for DISTRICT'S capital improvements program in accordance with applicable Federal, State, and local laws and regulations.

2. SCOPE OF SERVICES

As requested by DISTRICT, CONSULTANT shall provide on-call geotechnical engineering and testing related services, as further described in the "Scope of Services", attached hereto as Attachment "A" and made a part hereof, in support of DISTRICT'S capital improvement projects. During the term of this Agreement, CONSULTANT may be invited to submit proposals for one or more of the various services listed in Attachment "A" as requested by DISTRICT and be assigned subsequent Task Orders, the form of which is Attachment "B", "Task Order Approval Form", attached hereto and made a part hereof. CONSULTANT understands and expressly agrees that the execution of this Agreement by CONSULTANT and/or the submission of any proposal to furnish services does not guarantee the assignment or approval of any subsequent Task Order(s).

By entering into this Agreement, CONSULTANT assumes responsible charge of the work pursuant to Section 6703 of the Professional Engineers Act; Chapter 7 of Division

1 3 of the Business and Professions Code, and shall be wholly responsible for the  
2 completeness and accuracy of all data, technical studies, reports, plans, specifications  
3 and estimates prepared pursuant to this Agreement, and shall check all such material  
4 accordingly.

5 3. PERSONNEL

6 A. Project Manager

7 For each Task Order, DISTRICT shall designate a representative who shall act  
8 as DISTRICT'S Project Manager ("Project Manager"). The Project Manager  
9 shall have authority to act on behalf of DISTRICT for all purposes under this  
10 Task Order. DISTRICT shall provide written notice to CONSULTANT of any  
11 change in Project Manager assignment for a given Task Order.  
12

13 B. CONSULTANT'S Representative

14 CONSULTANT shall appoint a designated Representative for each assigned  
15 Task Order who shall be responsible for coordinating all aspects of the assigned  
16 Task Order. CONSULTANT'S Representative shall be available to  
17 DISTRICT'S Project Manager at reasonable times. CONSULTANT may  
18 appoint another person as Representative upon written notice to DISTRICT.  
19

20 C. Substitution of Key Personnel

21 At the time of Task Order approval, CONSULTANT shall identify its Key  
22 Personnel who will perform each assigned Task Order to DISTRICT'S Project  
23 Manager. Should one or more of the identified Key Personnel become  
24 unavailable, CONSULTANT may substitute other personnel of equal or greater  
25 competence upon written approval by DISTRICT. In the event that DISTRICT  
26 and CONSULTANT cannot agree as to the substitution of the Key Personnel,  
27  
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1 DISTRICT may terminate the Task Order, pursuant to the applicable provisions  
2 of this Agreement.

3 4. TERM

4 The term of this Agreement shall become effective on the date this Agreement is  
5 executed by DISTRICT'S Board of Supervisors, and shall remain in effect through the  
6 required date for completion of an assigned Task Order, provided that such Task Order  
7 was approved prior to June 30, 2016 and completed by December 31, 2016.

8 5. COMPENSATION

9 CONSULTANT shall receive compensation for all services satisfactorily performed  
10 under this Agreement in accordance with the terms of the approved Task Order(s). The  
11 total amount to be paid to CONSULTANT for the performance of all Task Orders  
12 approved pursuant to this Agreement shall not exceed one hundred fifty thousand  
13 dollars (\$150,000) in any Fiscal Year and shall not exceed the sum of four hundred fifty  
14 thousand dollars (\$450,000) over the entire term of this Agreement.

15 6. PAYMENT

16 Payments shall be made in accordance with the Compensation/Fee Rate Schedule  
17 attached to the approved Task Order. Progress payments, if permitted in the approved  
18 Task Order, shall be processed no more than once per month. Upon satisfactory  
19 performance of CONSULTANT'S services pursuant to an approved Task Order,  
20 DISTRICT shall pay CONSULTANT within forty-five (45) days after DISTRICT'S  
21 receipt of CONSULTANT'S appropriate invoices. DISTRICT shall not pay interest or  
22 finance charge on any outstanding balance(s). CONSULTANT shall submit its invoice,  
23 in arrears, no later than sixty (60) calendar days following the month for which  
24 satisfactory performance of CONSULTANT'S services were rendered pursuant to an  
25  
26  
27  
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1 approved Task Order. Failure to submit a timely invoice will result in non-payment of  
2 services. DISTRICT shall not be responsible for payment of any of CONSULTANT'S  
3 invoices submitted after the 60-day period. CONSULTANT shall keep employee and  
4 expense records according to customary accounting methods and such records shall,  
5 upon request, be available for inspection by DISTRICT to verify the invoices of  
6 CONSULTANT. All invoices shall itemize charges to conform to the  
7 Compensation/Fee Rate Schedule negotiated for the Task Order. DISTRICT shall  
8 notify CONSULTANT of any disputed amounts on invoice within thirty (30) days of  
9 receipt.  
10

11 7. PROJECT PERFORMANCE

12 A. Commencement of Services

13 CONSULTANT shall commence performance of the services for each Task  
14 Order upon receipt of DISTRICT'S approved Task Order.  
15

16 B. Time of Completion

17 Time is of the essence in the performance of this Agreement. CONSULTANT  
18 shall complete services in accordance with the schedule(s) set forth in the  
19 approved Task Order(s).  
20

- 21 8. LICENSES – CONSULTANT, its employees, agents, contractors and subcontractors  
22 shall possess appropriate Federal and/or State permits and maintain professional  
23 licenses required by the applicable Federal, State and local regulations at all times while  
24 performing services under this Agreement.

25 9. STANDARD OF CARE

26 While performing the services, CONSULTANT shall exercise the reasonable  
27 professional care and skill customarily exercised by reputable members of  
28

1 CONSULTANT'S profession practicing in the State of California, and shall use  
2 reasonable diligence and best judgment while exercising CONSULTANT'S professional  
3 skill and expertise. By executing this Agreement, CONSULTANT represents and  
4 maintains that CONSULTANT has the necessary experience and expertise to skillfully  
5 perform all services, duties and obligations required by this Agreement and to fully and  
6 adequately complete each approved Task Order.

7  
8 10. ERRORS AND OMISSIONS

9 In the event CONSULTANT'S data, technical studies, reports or any work products  
10 contain any errors or omissions that cause DISTRICT to incur additional expense  
11 beyond what would have otherwise resulted if there were no errors or omissions in  
12 CONSULTANT'S data, technical studies, reports or any work products, such additional  
13 expense shall be borne solely by CONSULTANT.

14 11. PERMITS AND RIGHTS OF ENTRY

15 DISTRICT shall obtain all rights of entry as may be required to allow CONSULTANT  
16 to perform the proposed consulting services within and upon privately-owned property.  
17 All permits and rights of entry as may be required from any and all affected public  
18 entities shall be obtained by CONSULTANT. Sufficient evidence of having obtained  
19 such permits and/or rights of entry shall be furnished to DISTRICT by CONSULTANT,  
20 prior to initiation of work. CONSULTANT will prosecute the work in such a manner  
21 as to minimize public inconvenience and possible hazard, and will restore the streets  
22 and other work areas to their original condition and former usefulness as soon as  
23 practicable. CONSULTANT shall be responsible for the protection of public and  
24 private property adjacent to the work and shall exercise due caution to avoid damage to  
25 such property.  
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2 12. NOTICES

3 Any and all notices sent or required to be sent to the parties of this Agreement will be  
4 mailed by first class mail, postage prepaid, to the following addresses:

5 RIVERSIDE COUNTY FLOOD CONTROL  
6 AND WATER CONSERVATION DISTRICT  
7 Riverside, CA 92501  
8 Attn: Design and Construction Division

LEIGHTON CONSULTING, INC.  
1995 Market Street 41715  
Enterprise Circle N., Ste. 103,  
Temecula, CA 92590  
Attn: Thomas C. Benson, Jr.

9 13. REQUIRED INSURANCE

10 CONSULTANT shall not commence operations until DISTRICT has been furnished  
11 with original certificate(s) of insurance and original certified copies of endorsements  
12 and if requested, certified original policies of insurance including all endorsements and  
13 any and all other attachments as required in this Section.

14 Without limiting or diminishing CONSULTANT'S obligation to indemnify or hold  
15 DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be  
16 maintained, at its sole cost and expense, the following insurance coverages during the  
17 term of this Agreement:

18  
19 A. Workers' Compensation

20 If CONSULTANT has employees as defined by the State of California,  
21 CONSULTANT shall maintain statutory Workers' Compensation Insurance  
22 (Coverage A) as prescribed by the laws of the State of California. Policy shall  
23 include Employer's Liability (Coverage B) including Occupational Disease with  
24 limits not less than \$1,000,000 per person per accident. Policy shall be endorsed  
25 to waive subrogation in favor of DISTRICT and, if applicable, to provide a  
26 Borrowed Servant/Alternate Employer endorsement.  
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1           B.    Commercial General Liability

2           Commercial General Liability insurance coverage, including but not limited to,  
3           premises liability, unmodified contractual liability, products and completed  
4           operations liability, personal and advertising injury, and cross liability coverage,  
5           covering claims which may arise from or out of CONSULTANT'S performance  
6           of its obligations hereunder. Policy shall name Riverside County Flood Control  
7           and Water Conservation District, the County of Riverside, its agencies, districts,  
8           special districts, and departments, their respective directors, officers, Board of  
9           Supervisors, elected or appointed officials, employees, agents or representatives  
10          as additional insureds. Policy's limit of liability shall not be less than  
11          \$1,000,000 per occurrence combined single limit. If such insurance contains a  
12          general aggregate limit, it shall apply separately to this Agreement or be no less  
13          than two (2) times the occurrence limit.  
14

15           C.    Vehicle Liability

16           If vehicles or mobile equipment are used in the performance of the obligations  
17           under this Agreement, CONSULTANT shall maintain liability insurance for all  
18           owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per  
19           occurrence combined single limit. If such insurance contains a general  
20           aggregate limit, it shall apply separately to this Agreement or be no less than  
21           two (2) times the occurrence limit. Policy shall name Riverside County Flood  
22           Control and Water Conservation District, the County of Riverside, its agencies,  
23           districts, special districts, and departments, their respective directors, officers,  
24           Board of Supervisors, elected or appointed officials, employees, agents or  
25           representatives as additional insureds.  
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D. Professional Liability

CONSULTANT shall maintain Professional Liability Insurance providing coverage for CONSULTANT'S performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONSULTANT shall purchase at his sole expense either: 1) an Extended Reporting Endorsement (also known as Tail Coverage); 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2) or 3) will continue as long as the law allows.

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E. General Insurance Provisions – All Lines

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for the specific insurer and only for one policy term.
- 2) CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior

1 written consent of the County Risk Manager before the commencement  
2 of operations under this Agreement. Upon notification of self-insured  
3 retention unacceptable to the DISTRICT, and at the election of the  
4 County's Risk Manager, CONSULTANT'S carriers shall either: 1)  
5 reduce or eliminate such self-insured retention with respect to this  
6 Agreement with DISTRICT, or 2) procure a bond which guarantees  
7 payment of losses and related investigations, claims administration,  
8 defense costs and expenses.

- 9
- 10 3) CONSULTANT shall cause their insurance carrier(s) to furnish  
11 DISTRICT with either: 1) a properly executed original certificate(s) of  
12 insurance and original certified copies of endorsements effecting  
13 coverage as required herein; or 2) if requested to do so orally or in  
14 writing by the County Risk Manager, provide original certified copies of  
15 policies including all endorsements and all attachments thereto, showing  
16 such insurance is in full force and effect. Further, said certificate(s) and  
17 policies of insurance shall contain the covenant of the insurance  
18 carrier(s) that thirty (30) days written notice shall be given to DISTRICT  
19 prior to any material modification, cancellation, expiration, or reduction  
20 in coverage of such insurance. In the event of a material modification,  
21 cancellation, expiration, or reduction in coverage, this Agreement shall  
22 terminate forthwith, unless DISTRICT receives, prior to such effective  
23 date, another properly executed original certificate of insurance and  
24 original copies of endorsements or original certified policies, including  
25 all endorsements and attachments thereto, evidencing coverages and the  
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1 insurance required herein is in full force and effect. Individual(s)  
2 authorized by the insurance carrier to do so on its behalf shall sign the  
3 original endorsements for each policy and the certificate of insurance.

4 4) It is understood and agreed by the parties hereto that the  
5 CONSULTANT'S insurance shall be construed as primary insurance,  
6 and the DISTRICT'S insurance and/or deductibles and/or self-insured  
7 retentions or self-insured programs shall not be construed as  
8 contributory.

9  
10 5) If, during the term of this Agreement or any extension thereof, there is a  
11 material change in the scope of services; or there is a material change in  
12 the equipment to be used in the performance of the scope of work which  
13 will add additional exposures (such as the use of aircraft, watercraft,  
14 cranes, etc.); or the term of this Agreement, including any extensions  
15 thereof, exceeds five (5) years, the District reserves the right to adjust the  
16 types of insurance and the monetary limits of liability required under this  
17 Agreement, if, in the County Risk Manager's reasonable judgment, the  
18 amount or type of insurance carried by CONSULTANT has become  
19 inadequate.  
20

21 6) CONSULTANT shall pass down the insurance obligations contained  
22 herein to all tiers of subcontractors working under this Agreement.

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24 7) The insurance requirements contained in this Agreement may be met  
25 with a program(s) of self-insurance acceptable to DISTRICT.  
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1           8)     CONSULTANT agrees to notify DISTRICT of any claim by a third  
2                     party or any incident or event that may give rise to a claim arising from  
3                     the performance of this Agreement.

4 14.     INDEMNIFICATION

5     CONSULTANT shall indemnify and hold harmless DISTRICT (including its directors,  
6     officers, Board of Supervisors, elected and appointed officials, employees, agents and  
7     representatives) from any liability, claim, damage, proceeding or action, present or  
8     future, based upon, arising out of or in any way relating to CONSULTANT'S (including  
9     its officers, employees, subcontractors and agents) actual or alleged negligent, reckless  
10    or willful misconduct, acts or omissions related to this Agreement, performance under  
11    this Agreement, or failure to comply with the requirements of this Agreement, including  
12    but not limited to: (a) property damage; (b) bodily injury or death; or (c) any other  
13    element of any kind or nature whatsoever.

14    CONSULTANT shall defend, at its sole expense, including all costs and fees (including  
15    but not limited to attorney fees, cost of investigation, defense and settlements or  
16    awards), DISTRICT (including its directors, officers, Board of Supervisors, elected and  
17    appointed officials, employees, agents and representatives) in any claim, proceeding or  
18    action for which indemnification is required.

19    With respect to any of CONSULTANT'S indemnification requirements,  
20    CONSULTANT shall, at its sole cost, have the right to use counsel of their own choice  
21    and shall have the right to adjust, settle, or compromise any such claim, proceeding or  
22    action without the prior consent of DISTRICT; provided, however, that such  
23    adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
24    CONSULTANT'S indemnification obligations to DISTRICT.  
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1 CONSULTANT'S indemnification obligations shall be satisfied when CONSULTANT  
2 has provided to DISTRICT the appropriate form of dismissal (or similar document)  
3 relieving DISTRICT from any liability for the claim, proceeding or action involved.

4 The specified insurance limits required in this Agreement shall in no way limit or  
5 circumscribe CONSULTANT'S obligations to indemnify and hold harmless DISTRICT  
6 from third party claims.

7 In the event there is conflict between this section and California Civil Code Section  
8 2782, this section shall be interpreted to comply with California Civil Code Section  
9 2782. Such interpretation shall not relieve CONSULTANT from indemnifying  
10 DISTRICT (including its directors, officers, Board of Supervisors, elected and  
11 appointed officials, employees, agents and representatives) or the County of Riverside  
12 to the fullest extent allowed by law.

13  
14 15. WORK PRODUCT

15 CONSULTANT shall provide DISTRICT with all data, calculations, technical studies,  
16 computer files, field notes, drawings, logs, reports and any other documents as set forth  
17 in the approved Task Order(s). All data, calculations, technical studies, computer files,  
18 field notes, drawings, logs, reports and any other documents produced by  
19 CONSULTANT in the performance of the services as set forth in the approved Task  
20 Order(s) shall be and remain the sole property of DISTRICT. CONSULTANT shall not  
21 publish or transfer any material produced or resulting from activities supported by this  
22 Agreement without the written consent of the General Manager-Chief Engineer of  
23 DISTRICT. If any such material is subject to copyright or trademark, the parties agree  
24 that the right to any and all copyright and/or trademark in and to the material is  
25 expressly reserved to DISTRICT. If any such material is copyrighted, the parties hereto  
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1 understand and agree that DISTRICT reserves a royalty-free, non-exclusive, and  
2 irrevocable license to reproduce, publish, and use such material, in whole or in part, and  
3 to authorize others to do so, provided written credit is given the author.

4 16. TERMINATION

5 At any time during the term of this Agreement, DISTRICT may:

6 A. Agreement

- 7
- 8 1) Terminate this Agreement without cause upon providing  
9 CONSULTANT thirty (30) days written notice stating the extent and  
10 effective date of termination; or
- 11 2) Upon five (5) days written notice, terminate this Agreement for  
12 CONSULTANT default, if CONSULTANT refuses or fails to comply  
13 with the provisions of this Agreement or fails to make progress so as to  
14 endanger performance and does not cure such failure within a reasonable  
15 period of time. In the event of such termination, DISTRICT may  
16 proceed with the work in a manner deemed proper to DISTRICT.  
17

18 In the event DISTRICT issues a Notice of Termination, CONSULTANT shall:

- 19 i) stop all work under this Agreement on the date specified in the Notice of  
20 Termination; and ii) transfer to DISTRICT and deliver in the manner, and to the  
21 extent, if any, as directed by DISTRICT, any equipment, data or reports which,  
22 if the Agreement had been completed, would have been required to be furnished  
23 to DISTRICT.  
24

25 In the event DISTRICT terminates this Agreement, DISTRICT shall make  
26 payment for all services performed in accordance with this Agreement to the  
27 date of termination, a total amount which bears the same ratio to the total  
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1 maximum fee otherwise payable under this Agreement as the services actually  
2 bear to the total services necessary for performance of this Agreement.  
3 Notwithstanding any of the other provision of this Agreement, CONSULTANT  
4 rights under this Agreement shall terminate (except for fees accrued prior to the  
5 date of termination) upon dishonesty, or a willful or material breach of this  
6 Agreement by CONSULTANT; or in the event of CONSULTANT'S  
7 unwillingness or inability for any reason whatsoever to perform the duties  
8 hereunder; or if the Agreement is terminated pursuant to Section 27 (NON-  
9 DISCRIMINATION). In such event, CONSULTANT shall not be entitled to  
10 any further compensation under this Agreement. The rights and remedies of  
11 DISTRICT provided in this section shall not be exclusive and are in addition to  
12 any other rights and remedies provided by law or under this Agreement.  
13

14 B. Approved Task Order

15 Terminate an approved Task Order or portion thereof without cause upon  
16 providing CONSULTANT fourteen (14) days written notice stating the extent  
17 and effective date of termination. In the event DISTRICT issues a Notice of  
18 Termination for an approved Task Order, CONSULTANT shall: i) stop all work  
19 under the Task Order on the date specified in the Notice of Termination; and ii)  
20 transfer to DISTRICT and deliver in the manner, and to the extent, if any, as  
21 directed by DISTRICT, any equipment, data, reports or other documents which,  
22 if the Task Order had been completed, would have been required to be furnished  
23 to DISTRICT.  
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25  
26 In the event DISTRICT terminates an approved Task Order, DISTRICT shall  
27 make payment for all services satisfactorily performed in accordance with the  
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1 negotiated Task Order to the date of termination, a total amount which bears the  
2 same ratio to the total maximum fee otherwise payable under the Task Order as  
3 the services actually bear to the total services necessary for performance of the  
4 Task Order.

5 17. Basic Services of CONSULTANT

6 The scope of services associated with the performance of any specific Task Order under  
7 this Agreement shall be expressly defined and agreed upon prior to the approval of the  
8 Task Order by DISTRICT'S General Manager-Chief Engineer. Any changes to the  
9 approved scope of services must be authorized by DISTRICT'S General Manager-Chief  
10 Engineer, and shall be made in writing.

11 All work prepared by CONSULTANT shall be subject to the approval of the Project  
12 Manager. CONSULTANT shall allow the Project Manager to inspect and review  
13 CONSULTANT'S work in progress at any reasonable time. All reports, working  
14 papers, and similar work products prepared for submission in the course of providing  
15 services under this Agreement shall be submitted to the Project Manager in draft form.  
16 In the event that Project Manager, in his or her sole discretion, determines the formally  
17 submitted work product to be inadequate, CONSULTANT may be required to revise  
18 and resubmit the work at no additional cost to DISTRICT. Should CONSULTANT fail  
19 to make requested corrections in a timely manner, such corrections may be made by  
20 DISTRICT and the cost thereof charged to CONSULTANT. The responsibility for  
21 accuracy and completeness of such items remains solely that of CONSULTANT.  
22 Neither DISTRICT'S review nor approval shall give rise to any liability or  
23 responsibility on the part of DISTRICT, or waive any of DISTRICT'S rights, or relieve  
24 CONSULTANT of its professional responsibilities or obligations under this Agreement.  
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1 18. PREVAILING WAGE

2 All workers shall be paid not less than the general prevailing rate of wages and benefits  
3 for work of a similar character in the locality in which the work is performed, as  
4 provided in California Labor Code Sections 1770 et seq. Pursuant to the California  
5 Labor Code, DISTRICT has obtained for the Board of Supervisors of DISTRICT from  
6 the Director of the Department of Industrial Relations, State of California, his  
7 determinations of general prevailing rates of per diem wages applicable to the work, and  
8 for holiday and overtime work, including employer payments for health and welfare,  
9 pension, vacation, apprentices and similar purposes for each craft, classification or type  
10 of workman needed, as set forth on the schedule which is on file at DISTRICT office,  
11 and which will be made available to any interested person upon request.  
12

13 19. INDEPENDENT CONTRACTOR

14 CONSULTANT and the agents and employees of CONSULTANT, shall act at all times  
15 in an independent capacity during the term of this Agreement and in the performance of  
16 the services to be rendered hereunder and shall not act as or shall not be and shall not in  
17 any manner be considered to be employees or agents of DISTRICT.  
18

19 20. SUBCONTRACTING

20 CONSULTANT may, at CONSULTANT'S own expense, retain or employ sub-  
21 consultants to accomplish certain portions of the work covered by this Agreement.  
22 However, except as specifically provided in the Compensation/Fee Rate Schedule  
23 attached to the approved Task Order or as expressly identified in this Agreement, no  
24 portion of the services pertinent to this Agreement shall be subcontracted without prior  
25 written approval and authorization by DISTRICT.  
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1 Should one or more of the sub-consultants, as identified in the Compensation/Fee Rate  
2 Schedule attached to the approved Task Order or as expressly identified in this  
3 Agreement, become unavailable, CONSULTANT may substitute other sub-consultants  
4 of equal or greater competence upon written approval by DISTRICT. In the event that  
5 DISTRICT and CONSULTANT cannot agree as to the substitution of the sub-  
6 consultant, DISTRICT may terminate the Task Order, pursuant to the applicable  
7 provisions of this Agreement.  
8

9 In the event CONSULTANT subcontracts any portion of CONSULTANT'S duties  
10 under this Agreement, CONSULTANT shall require its sub-consultants to comply with  
11 the terms of this Agreement in the same manner as required of CONSULTANT. The  
12 fact that CONSULTANT employs sub-consultants not in his regular employ shall not  
13 relieve CONSULTANT of any responsibility regarding the adequacy of the sub-  
14 consultant's work performed or services provided pursuant to this Agreement.  
15

16 21. CHANGES TO TASK ORDER SCOPE OF SERVICES

17 CONSULTANT shall not perform any additional work or services outside the scope of  
18 an approved Task Order without the prior written approval of DISTRICT'S General  
19 Manager-Chief Engineer. If at any time during the performance of an approved Task  
20 Order, CONSULTANT believes that it is necessary to include certain work or services  
21 which are not clearly covered under the scope of an approved Task Order,  
22 CONSULTANT shall immediately notify the Project Manager in writing of  
23 CONSULTANT'S assertion that the work is out of scope. Said notification by  
24 CONSULTANT to the Project Manager shall not in any way be construed as proving  
25 that the work or services in question are outside the scope of the Task Order. The  
26 Project Manager must approve or reject CONSULTANT'S assertion in writing. In the  
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1 event the Project Manager determines that CONSULTANT is correct, the additional  
2 work or services shall be authorized by a new or revised Task Order that covers the new  
3 scope, cost and schedule. In the event that such notification is not given or if the  
4 Project Manager is not afforded an opportunity to negotiate the appropriate fee for such  
5 additional services prior to CONSULTANT'S commencement of such additional  
6 services, then CONSULTANT shall be deemed to have agreed to perform the work or  
7 services without any additional compensation and to have accepted sole responsibility  
8 for the performance of said work or services. Extra work done or services performed  
9 without a new or revised Task Order from DISTRICT'S General Manager-Chief  
10 Engineer shall be considered unauthorized and shall not be paid for by DISTRICT.  
11

12 At any time during the performance of an approved Task Order, DISTRICT may  
13 request that CONSULTANT perform extra services. Any work which is determined by  
14 DISTRICT to be necessary for the proper completion of the approved Task Order, but  
15 which neither CONSULTANT nor DISTRICT reasonably anticipated would be  
16 necessary at the time the scope of services for the assigned Task Order was approved,  
17 must be authorized by DISTRICT'S General Manager-Chief Engineer by a new or  
18 revised Task Order.  
19

20 At any time during the performance of the Task Order, the Project Manager, upon  
21 providing five (5) days written notice to CONSULTANT, may delete services and the  
22 associated fees from the Task Order. In the event DISTRICT requests deletion of  
23 services from the Task Order, DISTRICT shall make payment for all services  
24 satisfactorily performed in accordance with the negotiated Task Order up to the  
25 effective date of deletion; the amount of the payment shall be prorated to the total  
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1 services necessary for completion of the Task Order. No work product for the deleted  
2 services shall be provided to DISTRICT.

3 22. DISPUTES

4 A. In the event CONSULTANT considers any work demanded of CONSULTANT  
5 to be outside the requirements of this Agreement, or if CONSULTANT  
6 considers any order, instruction or decision of DISTRICT to be unfair,  
7 CONSULTANT shall promptly, upon receipt of such order, instruction or  
8 decision, ask for a written confirmation of the same whereupon CONSULTANT  
9 shall proceed without delay to perform the work or to conform to the order,  
10 instruction or decision. However, if CONSULTANT finds such order,  
11 instruction or decision unsatisfactory, CONSULTANT shall, within twenty-one  
12 (21) calendar days after receipt of same, file a written protest with DISTRICT  
13 stating clearly and in detail its objections and reasons therefor. Except for such  
14 protests or objections as are made of record in the manner specified and within  
15 the time stated herein, and except for such instances where the basis of a protest  
16 could not reasonably have been foreseen by CONSULTANT within the time  
17 limit specified for protest, CONSULTANT hereby waives all grounds for  
18 protests or objections to orders, instruction or decisions of DISTRICT and  
19 hereby agrees that, as to all matters not included in such protests, the orders,  
20 instructions and decisions of DISTRICT will be limited to matters properly  
21 falling within DISTRICT'S authority.

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25 B. Any controversy or claim arising out of or relating to this Agreement which  
26 cannot be resolved by mutual agreement may be settled by arbitration, provided  
27 that the parties hereto mutually agree to submit to arbitration.  
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1 C. Neither the pendency of a dispute nor its consideration by arbitration shall  
2 excuse CONSULTANT from full and timely performance in accordance with  
3 the terms of this Agreement.

4 23. ASSIGNMENT

5 Neither this Agreement nor any part thereof shall be assigned by CONSULTANT  
6 without the prior written consent of DISTRICT.

7 24. CONFLICT OF INTEREST

8 CONSULTANT covenants that it presently has no interest, including but not limited to,  
9 other projects or independent contracts, and shall not acquire any such interest, direct or  
10 indirect, which would conflict in any manner or degree with the performance of services  
11 required to be performed under this Agreement. CONSULTANT further covenants that  
12 in the performance of this Agreement, no person having any such interest shall be  
13 employed or retained by it under this Agreement.

14 25. JURISDICTION/LAW/SEVERABILITY

15 This Agreement is to be construed in accordance with the laws of the State of  
16 California. If any provision of this Agreement is held by a court of competent  
17 jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be  
18 declared severable and shall be given full force and effect to the extent possible.

19 Any legal action, in law or in equity related to the performance or interpretation of this  
20 Agreement shall be filed only in the Superior Court for the State of California located in  
21 Riverside, California, and the parties waive any provision of law providing for a change  
22 of venue to another location. Prior to the filing of any legal action, the parties shall be  
23 obligated to attend a mediation session with a neutral mediator to try to resolve the  
24 dispute.  
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26. WAIVER

1  
2 Any waiver by DISTRICT of any breach of any one or more of the terms of this  
3 Agreement shall not be construed to be a waiver of any subsequent or other breach of  
4 the same or any other term thereof. Failure on the part of DISTRICT to require exact,  
5 full and complete compliance with any terms of this Agreement shall not be construed  
6 as in any manner changing the terms hereof, or estopping DISTRICT from enforcement  
7 hereof.

27. NON-DISCRIMINATION

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10 In the performance of the terms of this Agreement, CONSULTANT shall not engage in  
11 nor permit others he may employ to engage in discrimination in the employment of  
12 persons because of the race, color, national origin or ancestry, religion, physical  
13 handicap, disability as defined by the Americans with Disabilities Act (ADA), medical  
14 condition, marital status or sex of such persons, in accordance with the provision of  
15 California Labor Code Section 1735.

28. CONFIDENTIALITY OF DATA

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18 All financial, statistical, personal, technical or other data and information made  
19 available to CONSULTANT shall not be disclosed (in whole or in part) by  
20 CONSULTANT to any third parties and shall be protected by CONSULTANT from  
21 unauthorized use and disclosure. The only exception to this shall be if disclosure is  
22 approved in advance in writing by DISTRICT or if the disclosure is made to  
23 CONSULTANT'S subcontractors as anticipated by this Agreement.

24  
25 CONSULTANT shall refer all requests for information to DISTRICT. These same  
26 requirements shall be applicable to any of CONSULTANT'S subcontractors.

1 CONSULTANT shall include the requirements stated in this section of the Agreement  
2 with any of its subcontractors.

3 29. DISCREPANCIES

4 In the event of any conflict between the provisions of this Agreement and any Task  
5 Order, the provisions of this Agreement shall govern.

6 30. NON-APPROPRIATION OF FUNDS

7 It is mutually agreed and understood that the obligation(s) of DISTRICT are limited by  
8 and contingent upon the availability of DISTRICT funds for the reimbursement of  
9 CONSULTANT'S fees. In the event that such funds are not forthcoming for any  
10 reason, DISTRICT shall immediately notify CONSULTANT in writing. This  
11 Agreement shall be deemed terminated and have no further force and effect  
12 immediately upon receipt of DISTRICT'S notification by CONSULTANT. In the event  
13 of such termination, CONSULTANT shall be entitled to reimbursement of its costs in  
14 accordance with Sections 5 and 6 (COMPENSATION and PAYMENT).  
15

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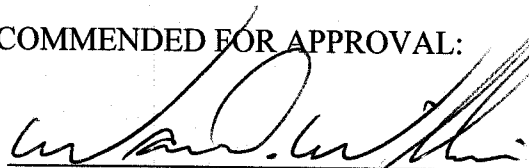
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

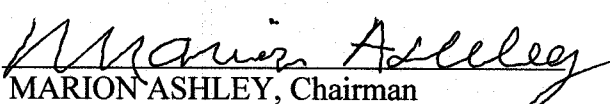
APR 09 2013

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By:   
WARREN D. WILLIAMS  
General Manager-Chief Engineer

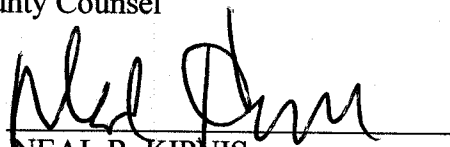
By:   
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

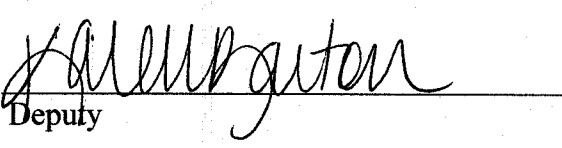
APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By:   
NEAL R. KIPNIS  
Deputy County Counsel

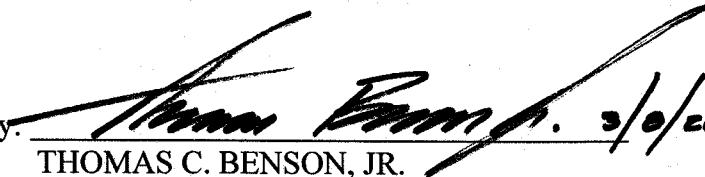
By:   
Deputy

(SEAL)

Multi-Year Consulting Services Agreement  
w/Leighton Consulting  
For Professional Geotechnical Engineering and Ancillary Services  
FY 2012-13 through FY 2015-16  
02/27/13

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**LEIGHTON CONSULTING, INC.**

By:  3/8/2013  
THOMAS C. BENSON, JR.  
President and CEO

Multi-Year Consulting Services Agreement  
w/Leighton Consulting  
For Professional Geotechnical Engineering and Ancillary Services  
FY 2012-13 through FY 2015-16  
02/27/13

**ATTACHMENT "A"**  
**SCOPE OF SERVICES**

CONSULTANT may be asked to perform one or more of the following types of services as specifically directed in Task Order(s) issued to CONSULTANT:

**1. GEOTECHNICAL ENGINEERING**

Prepare geotechnical report(s) to address all geotechnical related issues including, but not limited to:

- Grading and Site Clearing
- Seepage Control and Dewatering Analysis
- Foundation Preparation
- Pavement Design
- Compacted Fills
- Soil Classification and Physical Properties
- Slope Stability and Protection
- Seismic Stability
- Open and Braced Excavation (Shallow/Deep)
- Material Testing

**2. FIELD AND LABORATORY TESTING AND REPORTING**

Perform material (such as earthwork and concrete construction) testing and reporting services. Testing may consist of, but not be limited to the following:

- Soil Sieve and Proctor Testing
- Soil Consolidation Testing
- Field Density Testing
- Concrete Cylinder Fabrication and Testing
- Asphalt Concrete Testing

CONSULTANT may also be called upon to evaluate the ability of subsurface soils to support in-ground disposal of concentrated stormwater via infiltration. Infiltration analysis typically consists of exploratory site evaluation, in-situ permeability testing and laboratory analysis of soil samples collected from relevant soil horizons. Results of in-situ permeability testing and laboratory analysis and recommendations based upon the results are presented in a concise report which will assist the DISTRICT in the design of infiltration systems. Test may consist of, but not be limited to the following:

- Double Ring Infiltration Tests
- Standard Percolation Tests
- Test Pits
- Piezometers (Groundwater Level Monitoring)

ATTACHMENT "B"  
**TASK ORDER APPROVAL FORM**

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CONSULTANT: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

The Scope of Services for \_\_\_\_\_, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, shall constitute an approved Task Order pursuant to the Agreement between DISTRICT and CONSULTANT dated \_\_\_\_\_ ("AGREEMENT"). CONSULTANT agrees to perform the services described in Exhibit "A" within the time set forth in the Project Schedule as described in Exhibit "B" attached hereto and incorporated herein, for a fee amount of \$\_\_\_\_\_, unless otherwise modified by DISTRICT'S Project Manager in a subsequent Task Order Approval Form. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "C" and incorporated herein by this reference.

Performance of the services shall be subject to the terms and conditions contained in the AGREEMENT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
(To be filled in by General Manager-Chief Engineer)

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By: \_\_\_\_\_  
WARREN D. WILLIAMS  
General Manager-Chief Engineer

**LEIGHTON CONSULTING, INC.**

By: \_\_\_\_\_  
THOMAS C. BENSON, JR.  
President and CEO



MULTI-YEAR CONSULTING SERVICES AGREEMENT  
For Professional Geotechnical Engineering and Ancillary Services  
FY 2012-13 to FY 2015-16

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", and Geocon West, Inc., hereinafter called "CONSULTANT", hereby agree as follows:

1. PROJECT

CONSULTANT shall provide professional geotechnical engineering and ancillary services, on an as-needed basis as requested by DISTRICT, for DISTRICT'S capital improvements program in accordance with applicable Federal, State, and local laws and regulations.

2. SCOPE OF SERVICES

As requested by DISTRICT, CONSULTANT shall provide on-call geotechnical engineering and testing related services, as further described in the "Scope of Services", attached hereto as Attachment "A" and made a part hereof, in support of DISTRICT'S capital improvement projects. During the term of this Agreement, CONSULTANT may be invited to submit proposals for one or more of the various services listed in Attachment "A" as requested by DISTRICT and be assigned subsequent Task Orders, the form of which is Attachment "B", "Task Order Approval Form", attached hereto and made a part hereof. CONSULTANT understands and expressly agrees that the execution of this Agreement by CONSULTANT and/or the submission of any proposal to furnish services does not guarantee the assignment or approval of any subsequent Task Order(s).

By entering into this Agreement, CONSULTANT assumes responsible charge of the work pursuant to Section 6703 of the Professional Engineers Act; Chapter 7 of Division

1 3 of the Business and Professions Code, and shall be wholly responsible for the  
2 completeness and accuracy of all data, technical studies, reports, plans, specifications  
3 and estimates prepared pursuant to this Agreement, and shall check all such material  
4 accordingly.

5 3. PERSONNEL

6 A. Project Manager

7 For each Task Order, DISTRICT shall designate a representative who shall act  
8 as DISTRICT'S Project Manager ("Project Manager"). The Project Manager  
9 shall have authority to act on behalf of DISTRICT for all purposes under this  
10 Task Order. DISTRICT shall provide written notice to CONSULTANT of any  
11 change in Project Manager assignment for a given Task Order.  
12

13 B. CONSULTANT'S Representative

14 CONSULTANT shall appoint a designated Representative for each assigned  
15 Task Order who shall be responsible for coordinating all aspects of the assigned  
16 Task Order. CONSULTANT'S Representative shall be available to  
17 DISTRICT'S Project Manager at reasonable times. CONSULTANT may  
18 appoint another person as Representative upon written notice to DISTRICT.  
19

20 C. Substitution of Key Personnel

21 At the time of Task Order approval, CONSULTANT shall identify its Key  
22 Personnel who will perform each assigned Task Order to DISTRICT'S Project  
23 Manager. Should one or more of the identified Key Personnel become  
24 unavailable, CONSULTANT may substitute other personnel of equal or greater  
25 competence upon written approval by DISTRICT. In the event that DISTRICT  
26 and CONSULTANT cannot agree as to the substitution of the Key Personnel,  
27  
28

1 DISTRICT may terminate the Task Order, pursuant to the applicable provisions  
2 of this Agreement.

3 4. TERM

4 The term of this Agreement shall become effective on the date this Agreement is  
5 executed by DISTRICT'S Board of Supervisors, and shall remain in effect through the  
6 required date for completion of an assigned Task Order, provided that such Task Order  
7 was approved prior to June 30, 2016 and completed by December 31, 2016.

8 5. COMPENSATION

9 CONSULTANT shall receive compensation for all services satisfactorily performed  
10 under this Agreement in accordance with the terms of the approved Task Order(s). The  
11 total amount to be paid to CONSULTANT for the performance of all Task Orders  
12 approved pursuant to this Agreement shall not exceed one hundred fifty thousand  
13 dollars (\$150,000) in any Fiscal Year and shall not exceed the sum of four hundred fifty  
14 thousand dollars (\$450,000) over the entire term of this Agreement.

15 6. PAYMENT

16 Payments shall be made in accordance with the Compensation/Fee Rate Schedule  
17 attached to the approved Task Order. Progress payments, if permitted in the approved  
18 Task Order, shall be processed no more than once per month. Upon satisfactory  
19 performance of CONSULTANT'S services pursuant to an approved Task Order,  
20 DISTRICT shall pay CONSULTANT within forty-five (45) days after DISTRICT'S  
21 receipt of CONSULTANT'S appropriate invoices. DISTRICT shall not pay interest or  
22 finance charge on any outstanding balance(s). CONSULTANT shall submit its invoice,  
23 in arrears, no later than sixty (60) calendar days following the month for which  
24 satisfactory performance of CONSULTANT'S services were rendered pursuant to an  
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1 approved Task Order. Failure to submit a timely invoice will result in non-payment of  
2 services. DISTRICT shall not be responsible for payment of any of CONSULTANT'S  
3 invoices submitted after the 60-day period. CONSULTANT shall keep employee and  
4 expense records according to customary accounting methods and such records shall,  
5 upon request, be available for inspection by DISTRICT to verify the invoices of  
6 CONSULTANT. All invoices shall itemize charges to conform to the  
7 Compensation/Fee Rate Schedule negotiated for the Task Order. DISTRICT shall  
8 notify CONSULTANT of any disputed amounts on invoice within thirty (30) days of  
9 receipt.  
10

11 7. PROJECT PERFORMANCE

12 A. Commencement of Services

13 CONSULTANT shall commence performance of the services for each Task  
14 Order upon receipt of DISTRICT'S approved Task Order.

15 B. Time of Completion

16 Time is of the essence in the performance of this Agreement. CONSULTANT  
17 shall complete services in accordance with the schedule(s) set forth in the  
18 approved Task Order(s).  
19

20 8. LICENSES – CONSULTANT, its employees, agents, contractors and subcontractors  
21 shall possess appropriate Federal and/or State permits and maintain professional  
22 licenses required by the applicable Federal, State and local regulations at all times while  
23 performing services under this Agreement.  
24

25 9. STANDARD OF CARE

26 While performing the services, CONSULTANT shall exercise the reasonable  
27 professional care and skill customarily exercised by reputable members of  
28

1 CONSULTANT'S profession practicing in the State of California, and shall use  
2 reasonable diligence and best judgment while exercising CONSULTANT'S professional  
3 skill and expertise. By executing this Agreement, CONSULTANT represents and  
4 maintains that CONSULTANT has the necessary experience and expertise to skillfully  
5 perform all services, duties and obligations required by this Agreement and to fully and  
6 adequately complete each approved Task Order.

7 10. ERRORS AND OMISSIONS

8 In the event CONSULTANT'S data, technical studies, reports or any work products  
9 contain any errors or omissions that cause DISTRICT to incur additional expense  
10 beyond what would have otherwise resulted if there were no errors or omissions in  
11 CONSULTANT'S data, technical studies, reports or any work products, such additional  
12 expense shall be borne solely by CONSULTANT.  
13

14 11. PERMITS AND RIGHTS OF ENTRY

15 DISTRICT shall obtain all rights of entry as may be required to allow CONSULTANT  
16 to perform the proposed consulting services within and upon privately-owned property.  
17 All permits and rights of entry as may be required from any and all affected public  
18 entities shall be obtained by CONSULTANT. Sufficient evidence of having obtained  
19 such permits and/or rights of entry shall be furnished to DISTRICT by CONSULTANT,  
20 prior to initiation of work. CONSULTANT will prosecute the work in such a manner  
21 as to minimize public inconvenience and possible hazard, and will restore the streets  
22 and other work areas to their original condition and former usefulness as soon as  
23 practicable. CONSULTANT shall be responsible for the protection of public and  
24 private property adjacent to the work and shall exercise due caution to avoid damage to  
25 such property.  
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1  
2 12. NOTICES

3 Any and all notices sent or required to be sent to the parties of this Agreement will be  
4 mailed by first class mail, postage prepaid, to the following addresses:

5 RIVERSIDE COUNTY FLOOD CONTROL  
6 AND WATER CONSERVATION DISTRICT  
7 1995 Market Street  
8 Riverside, CA 92501  
9 Attn: Design and Construction Division

GEOCON WEST, INC.  
41571 Corning Place, Ste.101  
Murrieta, CA 92562-7065  
Attn: Neal Berlinger

10 13. REQUIRED INSURANCE

11 CONSULTANT shall not commence operations until DISTRICT has been furnished  
12 with original certificate(s) of insurance and original certified copies of endorsements  
13 and if requested, certified original policies of insurance including all endorsements and  
14 any and all other attachments as required in this Section.

15 Without limiting or diminishing CONSULTANT'S obligation to indemnify or hold  
16 DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be  
17 maintained, at its sole cost and expense, the following insurance coverages during the  
18 term of this Agreement:

19 A. Workers' Compensation

20 If CONSULTANT has employees as defined by the State of California,  
21 CONSULTANT shall maintain statutory Workers' Compensation Insurance  
22 (Coverage A) as prescribed by the laws of the State of California. Policy shall  
23 include Employer's Liability (Coverage B) including Occupational Disease with  
24 limits not less than \$1,000,000 per person per accident. Policy shall be endorsed  
25 to waive subrogation in favor of DISTRICT and, if applicable, to provide a  
26 Borrowed Servant/Alternate Employer endorsement.  
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1           B.     Commercial General Liability

2           Commercial General Liability insurance coverage, including but not limited to,  
3           premises liability, unmodified contractual liability, products and completed  
4           operations liability, personal and advertising injury, and cross liability coverage,  
5           covering claims which may arise from or out of CONSULTANT'S performance  
6           of its obligations hereunder. Policy shall name Riverside County Flood Control  
7           and Water Conservation District, the County of Riverside, its agencies, districts,  
8           special districts, and departments, their respective directors, officers, Board of  
9           Supervisors, elected or appointed officials, employees, agents or representatives  
10          as additional insureds. Policy's limit of liability shall not be less than  
11          \$1,000,000 per occurrence combined single limit. If such insurance contains a  
12          general aggregate limit, it shall apply separately to this Agreement or be no less  
13          than two (2) times the occurrence limit.  
14

15           C.     Vehicle Liability

16           If vehicles or mobile equipment are used in the performance of the obligations  
17           under this Agreement, CONSULTANT shall maintain liability insurance for all  
18           owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per  
19           occurrence combined single limit. If such insurance contains a general  
20           aggregate limit, it shall apply separately to this Agreement or be no less than  
21           two (2) times the occurrence limit. Policy shall name Riverside County Flood  
22           Control and Water Conservation District, the County of Riverside, its agencies,  
23           districts, special districts, and departments, their respective directors, officers,  
24           Board of Supervisors, elected or appointed officials, employees, agents or  
25           representatives as additional insureds.  
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1           D.    Professional Liability

2           CONSULTANT shall maintain Professional Liability Insurance providing  
3           coverage for CONSULTANT'S performance of work included within this  
4           Agreement, with a limit of liability of not less than \$1,000,000 per occurrence  
5           and \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability  
6           Insurance is written on a claims made basis rather than an occurrence basis, such  
7           insurance shall continue through the term of this Agreement and  
8           CONSULTANT shall purchase at his sole expense either: 1) an Extended  
9           Reporting Endorsement (also known as Tail Coverage); 2) Prior Dates Coverage  
10          from a new insurer with a retroactive date back to the date of, or prior to, the  
11          inception of this Agreement; or 3) demonstrate through Certificates of Insurance  
12          that CONSULTANT has maintained continuous coverage with the same or  
13          original insurer. Coverage provided under items: 1), 2) or 3) will continue as  
14          long as the law allows.  
15

16                   E.    General Insurance Provisions – All Lines

- 17
- 18           1)    Any insurance carrier providing insurance coverage hereunder shall be  
19           admitted to the State of California and have an A.M. BEST rating of not  
20           less than an A: VIII (A: 8) unless such requirements are waived, in  
21           writing, by the County Risk Manager. If the County's Risk Manager  
22           waives a requirement for a particular insurer such waiver is only valid  
23           for the specific insurer and only for one policy term.  
24
- 25           2)    CONSULTANT must declare its insurance self-insured retention for  
26           each coverage required herein. If any such self-insured retention  
27           exceeds \$500,000 per occurrence each such retention shall have the prior  
28



1 written consent of the County Risk Manager before the commencement  
2 of operations under this Agreement. Upon notification of self-insured  
3 retention unacceptable to the DISTRICT, and at the election of the  
4 County's Risk Manager, CONSULTANT'S carriers shall either: 1)  
5 reduce or eliminate such self-insured retention with respect to this  
6 Agreement with DISTRICT, or 2) procure a bond which guarantees  
7 payment of losses and related investigations, claims administration,  
8 defense costs and expenses.

- 9
- 10 3) CONSULTANT shall cause their insurance carrier(s) to furnish  
11 DISTRICT with either: 1) a properly executed original certificate(s) of  
12 insurance and original certified copies of endorsements effecting  
13 coverage as required herein; or 2) if requested to do so orally or in  
14 writing by the County Risk Manager, provide original certified copies of  
15 policies including all endorsements and all attachments thereto, showing  
16 such insurance is in full force and effect. Further, said certificate(s) and  
17 policies of insurance shall contain the covenant of the insurance  
18 carrier(s) that thirty (30) days written notice shall be given to DISTRICT  
19 prior to any material modification, cancellation, expiration, or reduction  
20 in coverage of such insurance. In the event of a material modification,  
21 cancellation, expiration, or reduction in coverage, this Agreement shall  
22 terminate forthwith, unless DISTRICT receives, prior to such effective  
23 date, another properly executed original certificate of insurance and  
24 original copies of endorsements or original certified policies, including  
25 all endorsements and attachments thereto, evidencing coverages and the  
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1 insurance required herein is in full force and effect. Individual(s)  
2 authorized by the insurance carrier to do so on its behalf shall sign the  
3 original endorsements for each policy and the certificate of insurance.

4 4) It is understood and agreed by the parties hereto that the  
5 CONSULTANT'S insurance shall be construed as primary insurance,  
6 and the DISTRICT'S insurance and/or deductibles and/or self-insured  
7 retentions or self-insured programs shall not be construed as  
8 contributory.

9  
10 5) If, during the term of this Agreement or any extension thereof, there is a  
11 material change in the scope of services; or there is a material change in  
12 the equipment to be used in the performance of the scope of work which  
13 will add additional exposures (such as the use of aircraft, watercraft,  
14 cranes, etc.); or the term of this Agreement, including any extensions  
15 thereof, exceeds five (5) years, the District reserves the right to adjust the  
16 types of insurance and the monetary limits of liability required under this  
17 Agreement, if, in the County Risk Manager's reasonable judgment, the  
18 amount or type of insurance carried by CONSULTANT has become  
19 inadequate.  
20

21 6) CONSULTANT shall pass down the insurance obligations contained  
22 herein to all tiers of subcontractors working under this Agreement.

23  
24 7) The insurance requirements contained in this Agreement may be met  
25 with a program(s) of self-insurance acceptable to DISTRICT.  
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1           8)     CONSULTANT agrees to notify DISTRICT of any claim by a third  
2                     party or any incident or event that may give rise to a claim arising from  
3                     the performance of this Agreement.

4     14.     INDEMNIFICATION

5     CONSULTANT shall indemnify and hold harmless DISTRICT (including its directors,  
6     officers, Board of Supervisors, elected and appointed officials, employees, agents and  
7     representatives) from any liability, claim, damage, proceeding or action, present or  
8     future, based upon, arising out of or in any way relating to CONSULTANT'S (including  
9     its officers, employees, subcontractors and agents) actual or alleged negligent, reckless  
10    or willful misconduct, acts or omissions related to this Agreement, performance under  
11    this Agreement, or failure to comply with the requirements of this Agreement, including  
12    but not limited to: (a) property damage; (b) bodily injury or death; or (c) any other  
13    element of any kind or nature whatsoever.

14    CONSULTANT shall defend, at its sole expense, including all costs and fees (including  
15    but not limited to attorney fees, cost of investigation, defense and settlements or  
16    awards), DISTRICT (including its directors, officers, Board of Supervisors, elected and  
17    appointed officials, employees, agents and representatives) in any claim, proceeding or  
18    action for which indemnification is required.

19    With respect to any of CONSULTANT'S indemnification requirements,  
20    CONSULTANT shall, at its sole cost, have the right to use counsel of their own choice  
21    and shall have the right to adjust, settle, or compromise any such claim, proceeding or  
22    action without the prior consent of DISTRICT; provided, however, that such  
23    adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
24    CONSULTANT'S indemnification obligations to DISTRICT.

1 CONSULTANT'S indemnification obligations shall be satisfied when CONSULTANT  
2 has provided to DISTRICT the appropriate form of dismissal (or similar document)  
3 relieving DISTRICT from any liability for the claim, proceeding or action involved.

4 The specified insurance limits required in this Agreement shall in no way limit or  
5 circumscribe CONSULTANT'S obligations to indemnify and hold harmless DISTRICT  
6 from third party claims.

7 In the event there is conflict between this section and California Civil Code Section  
8 2782, this section shall be interpreted to comply with California Civil Code Section  
9 2782. Such interpretation shall not relieve CONSULTANT from indemnifying  
10 DISTRICT (including its directors, officers, Board of Supervisors, elected and  
11 appointed officials, employees, agents and representatives) or the County of Riverside  
12 to the fullest extent allowed by law.

14 15. WORK PRODUCT

15 CONSULTANT shall provide DISTRICT with all data, calculations, technical studies,  
16 computer files, field notes, drawings, logs, reports and any other documents as set forth  
17 in the approved Task Order(s). All data, calculations, technical studies, computer files,  
18 field notes, drawings, logs, reports and any other documents produced by  
19 CONSULTANT in the performance of the services as set forth in the approved Task  
20 Order(s) shall be and remain the sole property of DISTRICT. CONSULTANT shall not  
21 publish or transfer any material produced or resulting from activities supported by this  
22 Agreement without the written consent of the General Manager-Chief Engineer of  
23 DISTRICT. If any such material is subject to copyright or trademark, the parties agree  
24 that the right to any and all copyright and/or trademark in and to the material is  
25 expressly reserved to DISTRICT. If any such material is copyrighted, the parties hereto  
26  
27  
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1 understand and agree that DISTRICT reserves a royalty-free, non-exclusive, and  
2 irrevocable license to reproduce, publish, and use such material, in whole or in part, and  
3 to authorize others to do so, provided written credit is given the author.

4 16. TERMINATION

5 At any time during the term of this Agreement, DISTRICT may:

6 A. Agreement

- 7 1) Terminate this Agreement without cause upon providing  
8 CONSULTANT thirty (30) days written notice stating the extent and  
9 effective date of termination; or  
10  
11 2) Upon five (5) days written notice, terminate this Agreement for  
12 CONSULTANT default, if CONSULTANT refuses or fails to comply  
13 with the provisions of this Agreement or fails to make progress so as to  
14 endanger performance and does not cure such failure within a reasonable  
15 period of time. In the event of such termination, DISTRICT may  
16 proceed with the work in a manner deemed proper to DISTRICT.  
17

18 In the event DISTRICT issues a Notice of Termination, CONSULTANT shall:

- 19 i) stop all work under this Agreement on the date specified in the Notice of  
20 Termination; and ii) transfer to DISTRICT and deliver in the manner, and to the  
21 extent, if any, as directed by DISTRICT, any equipment, data or reports which,  
22 if the Agreement had been completed, would have been required to be furnished  
23 to DISTRICT.  
24

25 In the event DISTRICT terminates this Agreement, DISTRICT shall make  
26 payment for all services performed in accordance with this Agreement to the  
27 date of termination, a total amount which bears the same ratio to the total  
28

1 maximum fee otherwise payable under this Agreement as the services actually  
2 bear to the total services necessary for performance of this Agreement.  
3 Notwithstanding any of the other provision of this Agreement, CONSULTANT  
4 rights under this Agreement shall terminate (except for fees accrued prior to the  
5 date of termination) upon dishonesty, or a willful or material breach of this  
6 Agreement by CONSULTANT; or in the event of CONSULTANT'S  
7 unwillingness or inability for any reason whatsoever to perform the duties  
8 hereunder; or if the Agreement is terminated pursuant to Section 27 (NON-  
9 DISCRIMINATION). In such event, CONSULTANT shall not be entitled to  
10 any further compensation under this Agreement. The rights and remedies of  
11 DISTRICT provided in this section shall not be exclusive and are in addition to  
12 any other rights and remedies provided by law or under this Agreement.  
13

14 B. Approved Task Order

15 Terminate an approved Task Order or portion thereof without cause upon  
16 providing CONSULTANT fourteen (14) days written notice stating the extent  
17 and effective date of termination. In the event DISTRICT issues a Notice of  
18 Termination for an approved Task Order, CONSULTANT shall: i) stop all work  
19 under the Task Order on the date specified in the Notice of Termination; and ii)  
20 transfer to DISTRICT and deliver in the manner, and to the extent, if any, as  
21 directed by DISTRICT, any equipment, data, reports or other documents which,  
22 if the Task Order had been completed, would have been required to be furnished  
23 to DISTRICT.  
24

25 In the event DISTRICT terminates an approved Task Order, DISTRICT shall  
26 make payment for all services satisfactorily performed in accordance with the  
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1 negotiated Task Order to the date of termination, a total amount which bears the  
2 same ratio to the total maximum fee otherwise payable under the Task Order as  
3 the services actually bear to the total services necessary for performance of the  
4 Task Order.

5 17. Basic Services of CONSULTANT

6 The scope of services associated with the performance of any specific Task Order under  
7 this Agreement shall be expressly defined and agreed upon prior to the approval of the  
8 Task Order by DISTRICT'S General Manager-Chief Engineer. Any changes to the  
9 approved scope of services must be authorized by DISTRICT'S General Manager-Chief  
10 Engineer, and shall be made in writing.

11 All work prepared by CONSULTANT shall be subject to the approval of the Project  
12 Manager. CONSULTANT shall allow the Project Manager to inspect and review  
13 CONSULTANT'S work in progress at any reasonable time. All reports, working  
14 papers, and similar work products prepared for submission in the course of providing  
15 services under this Agreement shall be submitted to the Project Manager in draft form.

16 In the event that Project Manager, in his or her sole discretion, determines the formally  
17 submitted work product to be inadequate, CONSULTANT may be required to revise  
18 and resubmit the work at no additional cost to DISTRICT. Should CONSULTANT fail  
19 to make requested corrections in a timely manner, such corrections may be made by  
20 DISTRICT and the cost thereof charged to CONSULTANT. The responsibility for  
21 accuracy and completeness of such items remains solely that of CONSULTANT.  
22 Neither DISTRICT'S review nor approval shall give rise to any liability or  
23 responsibility on the part of DISTRICT, or waive any of DISTRICT'S rights, or relieve  
24 CONSULTANT of its professional responsibilities or obligations under this Agreement.  
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18. PREVAILING WAGE

1 All workers shall be paid not less than the general prevailing rate of wages and benefits  
2 for work of a similar character in the locality in which the work is performed, as  
3 provided in California Labor Code Sections 1770 et seq. Pursuant to the California  
4 Labor Code, DISTRICT has obtained for the Board of Supervisors of DISTRICT from  
5 the Director of the Department of Industrial Relations, State of California, his  
6 determinations of general prevailing rates of per diem wages applicable to the work, and  
7 for holiday and overtime work, including employer payments for health and welfare,  
8 pension, vacation, apprentices and similar purposes for each craft, classification or type  
9 of workman needed, as set forth on the schedule which is on file at DISTRICT office,  
10 and which will be made available to any interested person upon request.  
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13 19. INDEPENDENT CONTRACTOR

14 CONSULTANT and the agents and employees of CONSULTANT, shall act at all times  
15 in an independent capacity during the term of this Agreement and in the performance of  
16 the services to be rendered hereunder and shall not act as or shall not be and shall not in  
17 any manner be considered to be employees or agents of DISTRICT.  
18

19 20. SUBCONTRACTING

20 CONSULTANT may, at CONSULTANT'S own expense, retain or employ sub-  
21 consultants to accomplish certain portions of the work covered by this Agreement.  
22 However, except as specifically provided in the Compensation/Fee Rate Schedule  
23 attached to the approved Task Order or as expressly identified in this Agreement, no  
24 portion of the services pertinent to this Agreement shall be subcontracted without prior  
25 written approval and authorization by DISTRICT.  
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1 Should one or more of the sub-consultants, as identified in the Compensation/Fee Rate  
2 Schedule attached to the approved Task Order or as expressly identified in this  
3 Agreement, become unavailable, CONSULTANT may substitute other sub-consultants  
4 of equal or greater competence upon written approval by DISTRICT. In the event that  
5 DISTRICT and CONSULTANT cannot agree as to the substitution of the sub-  
6 consultant, DISTRICT may terminate the Task Order, pursuant to the applicable  
7 provisions of this Agreement.  
8

9 In the event CONSULTANT subcontracts any portion of CONSULTANT'S duties  
10 under this Agreement, CONSULTANT shall require its sub-consultants to comply with  
11 the terms of this Agreement in the same manner as required of CONSULTANT. The  
12 fact that CONSULTANT employs sub-consultants not in his regular employ shall not  
13 relieve CONSULTANT of any responsibility regarding the adequacy of the sub-  
14 consultant's work performed or services provided pursuant to this Agreement.  
15

16 21. CHANGES TO TASK ORDER SCOPE OF SERVICES

17 CONSULTANT shall not perform any additional work or services outside the scope of  
18 an approved Task Order without the prior written approval of DISTRICT'S General  
19 Manager-Chief Engineer. If at any time during the performance of an approved Task  
20 Order, CONSULTANT believes that it is necessary to include certain work or services  
21 which are not clearly covered under the scope of an approved Task Order,  
22 CONSULTANT shall immediately notify the Project Manager in writing of  
23 CONSULTANT'S assertion that the work is out of scope. Said notification by  
24 CONSULTANT to the Project Manager shall not in any way be construed as proving  
25 that the work or services in question are outside the scope of the Task Order. The  
26 Project Manager must approve or reject CONSULTANT'S assertion in writing. In the  
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1 event the Project Manager determines that CONSULTANT is correct, the additional  
2 work or services shall be authorized by a new or revised Task Order that covers the new  
3 scope, cost and schedule. In the event that such notification is not given or if the  
4 Project Manager is not afforded an opportunity to negotiate the appropriate fee for such  
5 additional services prior to CONSULTANT'S commencement of such additional  
6 services, then CONSULTANT shall be deemed to have agreed to perform the work or  
7 services without any additional compensation and to have accepted sole responsibility  
8 for the performance of said work or services. Extra work done or services performed  
9 without a new or revised Task Order from DISTRICT'S General Manager-Chief  
10 Engineer shall be considered unauthorized and shall not be paid for by DISTRICT.  
11

12 At any time during the performance of an approved Task Order, DISTRICT may  
13 request that CONSULTANT perform extra services. Any work which is determined by  
14 DISTRICT to be necessary for the proper completion of the approved Task Order, but  
15 which neither CONSULTANT nor DISTRICT reasonably anticipated would be  
16 necessary at the time the scope of services for the assigned Task Order was approved,  
17 must be authorized by DISTRICT'S General Manager-Chief Engineer by a new or  
18 revised Task Order.  
19

20 At any time during the performance of the Task Order, the Project Manager, upon  
21 providing five (5) days written notice to CONSULTANT, may delete services and the  
22 associated fees from the Task Order. In the event DISTRICT requests deletion of  
23 services from the Task Order, DISTRICT shall make payment for all services  
24 satisfactorily performed in accordance with the negotiated Task Order up to the  
25 effective date of deletion; the amount of the payment shall be prorated to the total  
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1 services necessary for completion of the Task Order. No work product for the deleted  
2 services shall be provided to DISTRICT.

3 22. DISPUTES

4 A. In the event CONSULTANT considers any work demanded of CONSULTANT  
5 to be outside the requirements of this Agreement, or if CONSULTANT  
6 considers any order, instruction or decision of DISTRICT to be unfair,  
7 CONSULTANT shall promptly, upon receipt of such order, instruction or  
8 decision, ask for a written confirmation of the same whereupon CONSULTANT  
9 shall proceed without delay to perform the work or to conform to the order,  
10 instruction or decision. However, if CONSULTANT finds such order,  
11 instruction or decision unsatisfactory, CONSULTANT shall, within twenty-one  
12 (21) calendar days after receipt of same, file a written protest with DISTRICT  
13 stating clearly and in detail its objections and reasons therefor. Except for such  
14 protests or objections as are made of record in the manner specified and within  
15 the time stated herein, and except for such instances where the basis of a protest  
16 could not reasonably have been foreseen by CONSULTANT within the time  
17 limit specified for protest, CONSULTANT hereby waives all grounds for  
18 protests or objections to orders, instruction or decisions of DISTRICT and  
19 hereby agrees that, as to all matters not included in such protests, the orders,  
20 instructions and decisions of DISTRICT will be limited to matters properly  
21 falling within DISTRICT'S authority.

22 B. Any controversy or claim arising out of or relating to this Agreement which  
23 cannot be resolved by mutual agreement may be settled by arbitration, provided  
24 that the parties hereto mutually agree to submit to arbitration.  
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1 C. Neither the pendency of a dispute nor its consideration by arbitration shall  
2 excuse CONSULTANT from full and timely performance in accordance with  
3 the terms of this Agreement.

4 23. ASSIGNMENT

5 Neither this Agreement nor any part thereof shall be assigned by CONSULTANT  
6 without the prior written consent of DISTRICT.

7 24. CONFLICT OF INTEREST

8 CONSULTANT covenants that it presently has no interest, including but not limited to,  
9 other projects or independent contracts, and shall not acquire any such interest, direct or  
10 indirect, which would conflict in any manner or degree with the performance of services  
11 required to be performed under this Agreement. CONSULTANT further covenants that  
12 in the performance of this Agreement, no person having any such interest shall be  
13 employed or retained by it under this Agreement.

14 25. JURISDICTION/LAW/SEVERABILITY

15 This Agreement is to be construed in accordance with the laws of the State of  
16 California. If any provision of this Agreement is held by a court of competent  
17 jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be  
18 declared severable and shall be given full force and effect to the extent possible.

19 Any legal action, in law or in equity related to the performance or interpretation of this  
20 Agreement shall be filed only in the Superior Court for the State of California located in  
21 Riverside, California, and the parties waive any provision of law providing for a change  
22 of venue to another location. Prior to the filing of any legal action, the parties shall be  
23 obligated to attend a mediation session with a neutral mediator to try to resolve the  
24 dispute.  
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26. WAIVER

1  
2 Any waiver by DISTRICT of any breach of any one or more of the terms of this  
3 Agreement shall not be construed to be a waiver of any subsequent or other breach of  
4 the same or any other term thereof. Failure on the part of DISTRICT to require exact,  
5 full and complete compliance with any terms of this Agreement shall not be construed  
6 as in any manner changing the terms hereof, or estopping DISTRICT from enforcement  
7 hereof.  
8

27. NON-DISCRIMINATION

9  
10 In the performance of the terms of this Agreement, CONSULTANT shall not engage in  
11 nor permit others he may employ to engage in discrimination in the employment of  
12 persons because of the race, color, national origin or ancestry, religion, physical  
13 handicap, disability as defined by the Americans with Disabilities Act (ADA), medical  
14 condition, marital status or sex of such persons, in accordance with the provision of  
15 California Labor Code Section 1735.  
16

28. CONFIDENTIALITY OF DATA

17  
18 All financial, statistical, personal, technical or other data and information made  
19 available to CONSULTANT shall not be disclosed (in whole or in part) by  
20 CONSULTANT to any third parties and shall be protected by CONSULTANT from  
21 unauthorized use and disclosure. The only exception to this shall be if disclosure is  
22 approved in advance in writing by DISTRICT or if the disclosure is made to  
23 CONSULTANT'S subcontractors as anticipated by this Agreement.  
24

25 CONSULTANT shall refer all requests for information to DISTRICT. These same  
26 requirements shall be applicable to any of CONSULTANT'S subcontractors.  
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1 CONSULTANT shall include the requirements stated in this section of the Agreement  
2 with any of its subcontractors.

3 29. DISCREPANCIES

4 In the event of any conflict between the provisions of this Agreement and any Task  
5 Order, the provisions of this Agreement shall govern.

6 30. NON-APPROPRIATION OF FUNDS

7 It is mutually agreed and understood that the obligation(s) of DISTRICT are limited by  
8 and contingent upon the availability of DISTRICT funds for the reimbursement of  
9 CONSULTANT'S fees. In the event that such funds are not forthcoming for any  
10 reason, DISTRICT shall immediately notify CONSULTANT in writing. This  
11 Agreement shall be deemed terminated and have no further force and effect  
12 immediately upon receipt of DISTRICT'S notification by CONSULTANT. In the event  
13 of such termination, CONSULTANT shall be entitled to reimbursement of its costs in  
14 accordance with Sections 5 and 6 (COMPENSATION and PAYMENT).  
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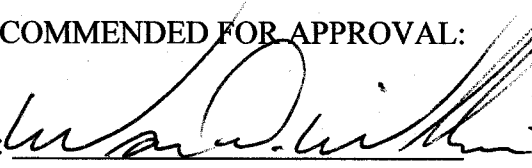
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

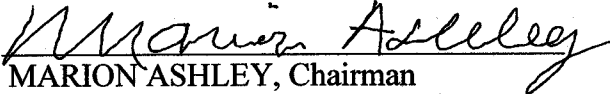
APR 09 2013

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By:   
WARREN D. WILLIAMS  
General Manager-Chief Engineer

By:   
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By:   
NEAL R. KIPNIS  
Deputy County Counsel

By:   
Deputy

(SEAL)

Multi-Year Consulting Services Agreement  
w/Geocon West  
For Professional Geotechnical Engineering and Ancillary Services  
FY 2012-13 through FY 2015-16  
02/28/13

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**GEOCON WEST, INC.**



By: \_\_\_\_\_  
NEAL BERLINER  
President

Multi-Year Consulting Services Agreement  
w/Geocon West  
For Professional Geotechnical Engineering and Ancillary Services  
FY 2012-13 through FY 2015-16  
02/28/13



**ATTACHMENT "A"**  
**SCOPE OF SERVICES**

CONSULTANT may be asked to perform one or more of the following types of services as specifically directed in Task Order(s) issued to CONSULTANT:

**1. GEOTECHNICAL ENGINEERING**

Prepare geotechnical report(s) to address all geotechnical related issues including, but not limited to:

- Grading and Site Clearing
- Seepage Control and Dewatering Analysis
- Foundation Preparation
- Pavement Design
- Compacted Fills
- Soil Classification and Physical Properties
- Slope Stability and Protection
- Seismic Stability
- Open and Braced Excavation (Shallow/Deep)
- Material Testing

**2. FIELD AND LABORATORY TESTING AND REPORTING**

Perform material (such as earthwork and concrete construction) testing and reporting services. Testing may consist of, but not be limited to the following:

- Soil Sieve and Proctor Testing
- Soil Consolidation Testing
- Field Density Testing
- Concrete Cylinder Fabrication and Testing
- Asphalt Concrete Testing

CONSULTANT may also be called upon to evaluate the ability of subsurface soils to support in-ground disposal of concentrated stormwater via infiltration. Infiltration analysis typically consists of exploratory site evaluation, in-situ permeability testing and laboratory analysis of soil samples collected from relevant soil horizons. Results of in-situ permeability testing and laboratory analysis and recommendations based upon the results are presented in a concise report which will assist the DISTRICT in the design of infiltration systems. Test may consist of, but not be limited to the following:

- Double Ring Infiltration Tests
- Standard Percolation Tests
- Test Pits
- Piezometers (Groundwater Level Monitoring)

ATTACHMENT "B"  
TASK ORDER APPROVAL FORM

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CONSULTANT: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

The Scope of Services for \_\_\_\_\_, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, shall constitute an approved Task Order pursuant to the Agreement between DISTRICT and CONSULTANT dated \_\_\_\_\_ ("AGREEMENT"). CONSULTANT agrees to perform the services described in Exhibit "A" within the time set forth in the Project Schedule as described in Exhibit "B" attached hereto and incorporated herein, for a fee amount of \$\_\_\_\_\_, unless otherwise modified by DISTRICT'S Project Manager in a subsequent Task Order Approval Form. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "C" and incorporated herein by this reference.

Performance of the services shall be subject to the terms and conditions contained in the AGREEMENT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(To be filled in by General Manager-Chief Engineer)

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By: \_\_\_\_\_  
WARREN D. WILLIAMS  
General Manager-Chief Engineer

**GEOCON WEST, INC.**

By: \_\_\_\_\_  
NEAL BERLINER  
President

MULTI-YEAR CONSULTING SERVICES AGREEMENT  
For Professional Geotechnical Engineering and Ancillary Services  
FY 2012-13 to FY 2015-16

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", and Inland Foundation Engineering, Inc., hereinafter called "CONSULTANT", hereby agree as follows:

1. PROJECT

CONSULTANT shall provide professional geotechnical engineering and ancillary services, on an as-needed basis as requested by DISTRICT, for DISTRICT'S capital improvements program in accordance with applicable Federal, State, and local laws and regulations.

2. SCOPE OF SERVICES

As requested by DISTRICT, CONSULTANT shall provide on-call geotechnical engineering and testing related services, as further described in the "Scope of Services", attached hereto as Attachment "A" and made a part hereof, in support of DISTRICT'S capital improvement projects. During the term of this Agreement, CONSULTANT may be invited to submit proposals for one or more of the various services listed in Attachment "A" as requested by DISTRICT and be assigned subsequent Task Orders, the form of which is Attachment "B", "Task Order Approval Form", attached hereto and made a part hereof. CONSULTANT understands and expressly agrees that the execution of this Agreement by CONSULTANT and/or the submission of any proposal to furnish services does not guarantee the assignment or approval of any subsequent Task Order(s).

By entering into this Agreement, CONSULTANT assumes responsible charge of the work pursuant to Section 6703 of the Professional Engineers Act; Chapter 7 of Division

1 3 of the Business and Professions Code, and shall be wholly responsible for the  
2 completeness and accuracy of all data, technical studies, reports, plans, specifications  
3 and estimates prepared pursuant to this Agreement, and shall check all such material  
4 accordingly.

5 3. PERSONNEL

6 A. Project Manager

7 For each Task Order, DISTRICT shall designate a representative who shall act  
8 as DISTRICT'S Project Manager ("Project Manager"). The Project Manager  
9 shall have authority to act on behalf of DISTRICT for all purposes under this  
10 Task Order. DISTRICT shall provide written notice to CONSULTANT of any  
11 change in Project Manager assignment for a given Task Order.  
12

13 B. CONSULTANT'S Representative

14 CONSULTANT shall appoint a designated Representative for each assigned  
15 Task Order who shall be responsible for coordinating all aspects of the assigned  
16 Task Order. CONSULTANT'S Representative shall be available to  
17 DISTRICT'S Project Manager at reasonable times. CONSULTANT may  
18 appoint another person as Representative upon written notice to DISTRICT.  
19

20 C. Substitution of Key Personnel

21 At the time of Task Order approval, CONSULTANT shall identify its Key  
22 Personnel who will perform each assigned Task Order to DISTRICT'S Project  
23 Manager. Should one or more of the identified Key Personnel become  
24 unavailable, CONSULTANT may substitute other personnel of equal or greater  
25 competence upon written approval by DISTRICT. In the event that DISTRICT  
26 and CONSULTANT cannot agree as to the substitution of the Key Personnel,  
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1 DISTRICT may terminate the Task Order, pursuant to the applicable provisions  
2 of this Agreement.

3 4. TERM

4 The term of this Agreement shall become effective on the date this Agreement is  
5 executed by DISTRICT'S Board of Supervisors, and shall remain in effect through the  
6 required date for completion of an assigned Task Order, provided that such Task Order  
7 was approved prior to June 30, 2016 and completed by December 31, 2016.

8  
9 5. COMPENSATION

10 CONSULTANT shall receive compensation for all services satisfactorily performed  
11 under this Agreement in accordance with the terms of the approved Task Order(s). The  
12 total amount to be paid to CONSULTANT for the performance of all Task Orders  
13 approved pursuant to this Agreement shall not exceed one hundred fifty thousand  
14 dollars (\$150,000) in any Fiscal Year and shall not exceed the sum of four hundred fifty  
15 thousand dollars (\$450,000) over the entire term of this Agreement.

16  
17 6. PAYMENT

18 Payments shall be made in accordance with the Compensation/Fee Rate Schedule  
19 attached to the approved Task Order. Progress payments, if permitted in the approved  
20 Task Order, shall be processed no more than once per month. Upon satisfactory  
21 performance of CONSULTANT'S services pursuant to an approved Task Order,  
22 DISTRICT shall pay CONSULTANT within forty-five (45) days after DISTRICT'S  
23 receipt of CONSULTANT'S appropriate invoices. DISTRICT shall not pay interest or  
24 finance charge on any outstanding balance(s). CONSULTANT shall submit its invoice,  
25 in arrears, no later than sixty (60) calendar days following the month for which  
26 satisfactory performance of CONSULTANT'S services were rendered pursuant to an  
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1 approved Task Order. Failure to submit a timely invoice will result in non-payment of  
2 services. DISTRICT shall not be responsible for payment of any of CONSULTANT'S  
3 invoices submitted after the 60-day period. CONSULTANT shall keep employee and  
4 expense records according to customary accounting methods and such records shall,  
5 upon request, be available for inspection by DISTRICT to verify the invoices of  
6 CONSULTANT. All invoices shall itemize charges to conform to the  
7 Compensation/Fee Rate Schedule negotiated for the Task Order. DISTRICT shall  
8 notify CONSULTANT of any disputed amounts on invoice within thirty (30) days of  
9 receipt.  
10

11 7. PROJECT PERFORMANCE

12 A. Commencement of Services

13 CONSULTANT shall commence performance of the services for each Task  
14 Order upon receipt of DISTRICT'S approved Task Order.  
15

16 B. Time of Completion

17 Time is of the essence in the performance of this Agreement. CONSULTANT  
18 shall complete services in accordance with the schedule(s) set forth in the  
19 approved Task Order(s).  
20

21 8. LICENSES – CONSULTANT, its employees, agents, contractors and subcontractors  
22 shall possess appropriate Federal and/or State permits and maintain professional  
23 licenses required by the applicable Federal, State and local regulations at all times while  
24 performing services under this Agreement.

25 9. STANDARD OF CARE

26 While performing the services, CONSULTANT shall exercise the reasonable  
27 professional care and skill customarily exercised by reputable members of  
28

1 CONSULTANT'S profession practicing in the State of California, and shall use  
2 reasonable diligence and best judgment while exercising CONSULTANT'S professional  
3 skill and expertise. By executing this Agreement, CONSULTANT represents and  
4 maintains that CONSULTANT has the necessary experience and expertise to skillfully  
5 perform all services, duties and obligations required by this Agreement and to fully and  
6 adequately complete each approved Task Order.

7  
8 10. ERRORS AND OMISSIONS

9 In the event CONSULTANT'S data, technical studies, reports or any work products  
10 contain any errors or omissions that cause DISTRICT to incur additional expense  
11 beyond what would have otherwise resulted if there were no errors or omissions in  
12 CONSULTANT'S data, technical studies, reports or any work products, such additional  
13 expense shall be borne solely by CONSULTANT.

14 11. PERMITS AND RIGHTS OF ENTRY

15 DISTRICT shall obtain all rights of entry as may be required to allow CONSULTANT  
16 to perform the proposed consulting services within and upon privately-owned property.  
17 All permits and rights of entry as may be required from any and all affected public  
18 entities shall be obtained by CONSULTANT. Sufficient evidence of having obtained  
19 such permits and/or rights of entry shall be furnished to DISTRICT by CONSULTANT,  
20 prior to initiation of work. CONSULTANT will prosecute the work in such a manner  
21 as to minimize public inconvenience and possible hazard, and will restore the streets  
22 and other work areas to their original condition and former usefulness as soon as  
23 practicable. CONSULTANT shall be responsible for the protection of public and  
24 private property adjacent to the work and shall exercise due caution to avoid damage to  
25 such property.  
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12. NOTICES

Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT 1995 Market Street Riverside, CA 92501 Attn: Design and Construction Division	INLAND FOUNDATION ENGINEERING, INC. 1310 S. Santa Fe Ave., San Jacinto, CA 92583 Attn: Lawrence E. Strahm
----------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------

13. REQUIRED INSURANCE

CONSULTANT shall not commence operations until DISTRICT has been furnished with original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section.

Without limiting or diminishing CONSULTANT'S obligation to indemnify or hold DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

A. Workers' Compensation

If CONSULTANT has employees as defined by the State of California, CONSULTANT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT and, if applicable, to provide a Borrowed Servant/Alternate Employer endorsement.



1           B.     Commercial General Liability

2           Commercial General Liability insurance coverage, including but not limited to,  
3           premises liability, unmodified contractual liability, products and completed  
4           operations liability, personal and advertising injury, and cross liability coverage,  
5           covering claims which may arise from or out of CONSULTANT'S performance  
6           of its obligations hereunder. Policy shall name Riverside County Flood Control  
7           and Water Conservation District, the County of Riverside, its agencies, districts,  
8           special districts, and departments, their respective directors, officers, Board of  
9           Supervisors, elected or appointed officials, employees, agents or representatives  
10          as additional insureds. Policy's limit of liability shall not be less than  
11          \$1,000,000 per occurrence combined single limit. If such insurance contains a  
12          general aggregate limit, it shall apply separately to this Agreement or be no less  
13          than two (2) times the occurrence limit.  
14

15           C.     Vehicle Liability

16           If vehicles or mobile equipment are used in the performance of the obligations  
17           under this Agreement, CONSULTANT shall maintain liability insurance for all  
18           owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per  
19           occurrence combined single limit. If such insurance contains a general  
20           aggregate limit, it shall apply separately to this Agreement or be no less than  
21           two (2) times the occurrence limit. Policy shall name Riverside County Flood  
22           Control and Water Conservation District, the County of Riverside, its agencies,  
23           districts, special districts, and departments, their respective directors, officers,  
24           Board of Supervisors, elected or appointed officials, employees, agents or  
25           representatives as additional insureds.  
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1 D. Professional Liability

2 CONSULTANT shall maintain Professional Liability Insurance providing  
3 coverage for CONSULTANT'S performance of work included within this  
4 Agreement, with a limit of liability of not less than \$1,000,000 per occurrence  
5 and \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability  
6 Insurance is written on a claims made basis rather than an occurrence basis, such  
7 insurance shall continue through the term of this Agreement and  
8 CONSULTANT shall purchase at his sole expense either: 1) an Extended  
9 Reporting Endorsement (also known as Tail Coverage); 2) Prior Dates Coverage  
10 from a new insurer with a retroactive date back to the date of, or prior to, the  
11 inception of this Agreement; or 3) demonstrate through Certificates of Insurance  
12 that CONSULTANT has maintained continuous coverage with the same or  
13 original insurer. Coverage provided under items: 1), 2) or 3) will continue as  
14 long as the law allows.  
15  
16

17 E. General Insurance Provisions – All Lines

- 18 1) Any insurance carrier providing insurance coverage hereunder shall be  
19 admitted to the State of California and have an A.M. BEST rating of not  
20 less than an A: VIII (A: 8) unless such requirements are waived, in  
21 writing, by the County Risk Manager. If the County's Risk Manager  
22 waives a requirement for a particular insurer such waiver is only valid  
23 for the specific insurer and only for one policy term.  
24  
25 2) CONSULTANT must declare its insurance self-insured retention for  
26 each coverage required herein. If any such self-insured retention  
27 exceeds \$500,000 per occurrence each such retention shall have the prior  
28

1 written consent of the County Risk Manager before the commencement  
2 of operations under this Agreement. Upon notification of self-insured  
3 retention unacceptable to the DISTRICT, and at the election of the  
4 County's Risk Manager, CONSULTANT'S carriers shall either: 1)  
5 reduce or eliminate such self-insured retention with respect to this  
6 Agreement with DISTRICT, or 2) procure a bond which guarantees  
7 payment of losses and related investigations, claims administration,  
8 defense costs and expenses.

9  
10 3) CONSULTANT shall cause their insurance carrier(s) to furnish  
11 DISTRICT with either: 1) a properly executed original certificate(s) of  
12 insurance and original certified copies of endorsements effecting  
13 coverage as required herein; or 2) if requested to do so orally or in  
14 writing by the County Risk Manager, provide original certified copies of  
15 policies including all endorsements and all attachments thereto, showing  
16 such insurance is in full force and effect. Further, said certificate(s) and  
17 policies of insurance shall contain the covenant of the insurance  
18 carrier(s) that thirty (30) days written notice shall be given to DISTRICT  
19 prior to any material modification, cancellation, expiration, or reduction  
20 in coverage of such insurance. In the event of a material modification,  
21 cancellation, expiration, or reduction in coverage, this Agreement shall  
22 terminate forthwith, unless DISTRICT receives, prior to such effective  
23 date, another properly executed original certificate of insurance and  
24 original copies of endorsements or original certified policies, including  
25 all endorsements and attachments thereto, evidencing coverages and the  
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1 insurance required herein is in full force and effect. Individual(s)  
2 authorized by the insurance carrier to do so on its behalf shall sign the  
3 original endorsements for each policy and the certificate of insurance.

4 4) It is understood and agreed by the parties hereto that the  
5 CONSULTANT'S insurance shall be construed as primary insurance,  
6 and the DISTRICT'S insurance and/or deductibles and/or self-insured  
7 retentions or self-insured programs shall not be construed as  
8 contributory.

9  
10 5) If, during the term of this Agreement or any extension thereof, there is a  
11 material change in the scope of services; or there is a material change in  
12 the equipment to be used in the performance of the scope of work which  
13 will add additional exposures (such as the use of aircraft, watercraft,  
14 cranes, etc.); or the term of this Agreement, including any extensions  
15 thereof, exceeds five (5) years, the District reserves the right to adjust the  
16 types of insurance and the monetary limits of liability required under this  
17 Agreement, if, in the County Risk Manager's reasonable judgment, the  
18 amount or type of insurance carried by CONSULTANT has become  
19 inadequate.  
20

21 6) CONSULTANT shall pass down the insurance obligations contained  
22 herein to all tiers of subcontractors working under this Agreement.

23  
24 7) The insurance requirements contained in this Agreement may be met  
25 with a program(s) of self-insurance acceptable to DISTRICT.  
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1           8)     CONSULTANT agrees to notify DISTRICT of any claim by a third  
2                     party or any incident or event that may give rise to a claim arising from  
3                     the performance of this Agreement.

4     14.     INDEMNIFICATION

5           CONSULTANT shall indemnify and hold harmless DISTRICT (including its directors,  
6           officers, Board of Supervisors, elected and appointed officials, employees, agents and  
7           representatives) from any liability, claim, damage, proceeding or action, present or  
8           future, based upon, arising out of or in any way relating to CONSULTANT'S (including  
9           its officers, employees, subcontractors and agents) actual or alleged negligent, reckless  
10          or willful misconduct, acts or omissions related to this Agreement, performance under  
11          this Agreement, or failure to comply with the requirements of this Agreement, including  
12          but not limited to: (a) property damage; (b) bodily injury or death; or (c) any other  
13          element of any kind or nature whatsoever.

14          CONSULTANT shall defend, at its sole expense, including all costs and fees (including  
15          but not limited to attorney fees, cost of investigation, defense and settlements or  
16          awards), DISTRICT (including its directors, officers, Board of Supervisors, elected and  
17          appointed officials, employees, agents and representatives) in any claim, proceeding or  
18          action for which indemnification is required.

19          With respect to any of CONSULTANT'S indemnification requirements,  
20          CONSULTANT shall, at its sole cost, have the right to use counsel of their own choice  
21          and shall have the right to adjust, settle, or compromise any such claim, proceeding or  
22          action without the prior consent of DISTRICT; provided, however, that such  
23          adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
24          CONSULTANT'S indemnification obligations to DISTRICT.  
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1 CONSULTANT'S indemnification obligations shall be satisfied when CONSULTANT  
2 has provided to DISTRICT the appropriate form of dismissal (or similar document)  
3 relieving DISTRICT from any liability for the claim, proceeding or action involved.

4 The specified insurance limits required in this Agreement shall in no way limit or  
5 circumscribe CONSULTANT'S obligations to indemnify and hold harmless DISTRICT  
6 from third party claims.

7 In the event there is conflict between this section and California Civil Code Section  
8 2782, this section shall be interpreted to comply with California Civil Code Section  
9 2782. Such interpretation shall not relieve CONSULTANT from indemnifying  
10 DISTRICT (including its directors, officers, Board of Supervisors, elected and  
11 appointed officials, employees, agents and representatives) or the County of Riverside  
12 to the fullest extent allowed by law.  
13

14 15. WORK PRODUCT

15 CONSULTANT shall provide DISTRICT with all data, calculations, technical studies,  
16 computer files, field notes, drawings, logs, reports and any other documents as set forth  
17 in the approved Task Order(s). All data, calculations, technical studies, computer files,  
18 field notes, drawings, logs, reports and any other documents produced by  
19 CONSULTANT in the performance of the services as set forth in the approved Task  
20 Order(s) shall be and remain the sole property of DISTRICT. CONSULTANT shall not  
21 publish or transfer any material produced or resulting from activities supported by this  
22 Agreement without the written consent of the General Manager-Chief Engineer of  
23 DISTRICT. If any such material is subject to copyright or trademark, the parties agree  
24 that the right to any and all copyright and/or trademark in and to the material is  
25 expressly reserved to DISTRICT. If any such material is copyrighted, the parties hereto  
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1 understand and agree that DISTRICT reserves a royalty-free, non-exclusive, and  
2 irrevocable license to reproduce, publish, and use such material, in whole or in part, and  
3 to authorize others to do so, provided written credit is given the author.

4 16. TERMINATION

5 At any time during the term of this Agreement, DISTRICT may:

6 A. Agreement

- 7
- 8 1) Terminate this Agreement without cause upon providing  
9 CONSULTANT thirty (30) days written notice stating the extent and  
10 effective date of termination; or
- 11 2) Upon five (5) days written notice, terminate this Agreement for  
12 CONSULTANT default, if CONSULTANT refuses or fails to comply  
13 with the provisions of this Agreement or fails to make progress so as to  
14 endanger performance and does not cure such failure within a reasonable  
15 period of time. In the event of such termination, DISTRICT may  
16 proceed with the work in a manner deemed proper to DISTRICT.  
17

18 In the event DISTRICT issues a Notice of Termination, CONSULTANT shall:

- 19 i) stop all work under this Agreement on the date specified in the Notice of  
20 Termination; and ii) transfer to DISTRICT and deliver in the manner, and to the  
21 extent, if any, as directed by DISTRICT, any equipment, data or reports which,  
22 if the Agreement had been completed, would have been required to be furnished  
23 to DISTRICT.  
24

25 In the event DISTRICT terminates this Agreement, DISTRICT shall make  
26 payment for all services performed in accordance with this Agreement to the  
27 date of termination, a total amount which bears the same ratio to the total  
28

1 maximum fee otherwise payable under this Agreement as the services actually  
2 bear to the total services necessary for performance of this Agreement.  
3 Notwithstanding any of the other provision of this Agreement, CONSULTANT  
4 rights under this Agreement shall terminate (except for fees accrued prior to the  
5 date of termination) upon dishonesty, or a willful or material breach of this  
6 Agreement by CONSULTANT; or in the event of CONSULTANT'S  
7 unwillingness or inability for any reason whatsoever to perform the duties  
8 hereunder; or if the Agreement is terminated pursuant to Section 27 (NON-  
9 DISCRIMINATION). In such event, CONSULTANT shall not be entitled to  
10 any further compensation under this Agreement. The rights and remedies of  
11 DISTRICT provided in this section shall not be exclusive and are in addition to  
12 any other rights and remedies provided by law or under this Agreement.  
13

14 B. Approved Task Order

15 Terminate an approved Task Order or portion thereof without cause upon  
16 providing CONSULTANT fourteen (14) days written notice stating the extent  
17 and effective date of termination. In the event DISTRICT issues a Notice of  
18 Termination for an approved Task Order, CONSULTANT shall: i) stop all work  
19 under the Task Order on the date specified in the Notice of Termination; and ii)  
20 transfer to DISTRICT and deliver in the manner, and to the extent, if any, as  
21 directed by DISTRICT, any equipment, data, reports or other documents which,  
22 if the Task Order had been completed, would have been required to be furnished  
23 to DISTRICT.  
24

25 In the event DISTRICT terminates an approved Task Order, DISTRICT shall  
26 make payment for all services satisfactorily performed in accordance with the  
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1 negotiated Task Order to the date of termination, a total amount which bears the  
2 same ratio to the total maximum fee otherwise payable under the Task Order as  
3 the services actually bear to the total services necessary for performance of the  
4 Task Order.

5 17. Basic Services of CONSULTANT

6 The scope of services associated with the performance of any specific Task Order under  
7 this Agreement shall be expressly defined and agreed upon prior to the approval of the  
8 Task Order by DISTRICT'S General Manager-Chief Engineer. Any changes to the  
9 approved scope of services must be authorized by DISTRICT'S General Manager-Chief  
10 Engineer, and shall be made in writing.

11 All work prepared by CONSULTANT shall be subject to the approval of the Project  
12 Manager. CONSULTANT shall allow the Project Manager to inspect and review  
13 CONSULTANT'S work in progress at any reasonable time. All reports, working  
14 papers, and similar work products prepared for submission in the course of providing  
15 services under this Agreement shall be submitted to the Project Manager in draft form.

16 In the event that Project Manager, in his or her sole discretion, determines the formally  
17 submitted work product to be inadequate, CONSULTANT may be required to revise  
18 and resubmit the work at no additional cost to DISTRICT. Should CONSULTANT fail  
19 to make requested corrections in a timely manner, such corrections may be made by  
20 DISTRICT and the cost thereof charged to CONSULTANT. The responsibility for  
21 accuracy and completeness of such items remains solely that of CONSULTANT.  
22 Neither DISTRICT'S review nor approval shall give rise to any liability or  
23 responsibility on the part of DISTRICT, or waive any of DISTRICT'S rights, or relieve  
24 CONSULTANT of its professional responsibilities or obligations under this Agreement.  
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1 18. PREVAILING WAGE

2 All workers shall be paid not less than the general prevailing rate of wages and benefits  
3 for work of a similar character in the locality in which the work is performed, as  
4 provided in California Labor Code Sections 1770 et seq. Pursuant to the California  
5 Labor Code, DISTRICT has obtained for the Board of Supervisors of DISTRICT from  
6 the Director of the Department of Industrial Relations, State of California, his  
7 determinations of general prevailing rates of per diem wages applicable to the work, and  
8 for holiday and overtime work, including employer payments for health and welfare,  
9 pension, vacation, apprentices and similar purposes for each craft, classification or type  
10 of workman needed, as set forth on the schedule which is on file at DISTRICT office,  
11 and which will be made available to any interested person upon request.

13 19. INDEPENDENT CONTRACTOR

14 CONSULTANT and the agents and employees of CONSULTANT, shall act at all times  
15 in an independent capacity during the term of this Agreement and in the performance of  
16 the services to be rendered hereunder and shall not act as or shall not be and shall not in  
17 any manner be considered to be employees or agents of DISTRICT.

19 20. SUBCONTRACTING

20 CONSULTANT may, at CONSULTANT'S own expense, retain or employ sub-  
21 consultants to accomplish certain portions of the work covered by this Agreement.  
22 However, except as specifically provided in the Compensation/Fee Rate Schedule  
23 attached to the approved Task Order or as expressly identified in this Agreement, no  
24 portion of the services pertinent to this Agreement shall be subcontracted without prior  
25 written approval and authorization by DISTRICT.  
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1 Should one or more of the sub-consultants, as identified in the Compensation/Fee Rate  
2 Schedule attached to the approved Task Order or as expressly identified in this  
3 Agreement, become unavailable, CONSULTANT may substitute other sub-consultants  
4 of equal or greater competence upon written approval by DISTRICT. In the event that  
5 DISTRICT and CONSULTANT cannot agree as to the substitution of the sub-  
6 consultant, DISTRICT may terminate the Task Order, pursuant to the applicable  
7 provisions of this Agreement.  
8

9 In the event CONSULTANT subcontracts any portion of CONSULTANT'S duties  
10 under this Agreement, CONSULTANT shall require its sub-consultants to comply with  
11 the terms of this Agreement in the same manner as required of CONSULTANT. The  
12 fact that CONSULTANT employs sub-consultants not in his regular employ shall not  
13 relieve CONSULTANT of any responsibility regarding the adequacy of the sub-  
14 consultant's work performed or services provided pursuant to this Agreement.  
15

16 21. CHANGES TO TASK ORDER SCOPE OF SERVICES

17 CONSULTANT shall not perform any additional work or services outside the scope of  
18 an approved Task Order without the prior written approval of DISTRICT'S General  
19 Manager-Chief Engineer. If at any time during the performance of an approved Task  
20 Order, CONSULTANT believes that it is necessary to include certain work or services  
21 which are not clearly covered under the scope of an approved Task Order,  
22 CONSULTANT shall immediately notify the Project Manager in writing of  
23 CONSULTANT'S assertion that the work is out of scope. Said notification by  
24 CONSULTANT to the Project Manager shall not in any way be construed as proving  
25 that the work or services in question are outside the scope of the Task Order. The  
26 Project Manager must approve or reject CONSULTANT'S assertion in writing. In the  
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1 event the Project Manager determines that CONSULTANT is correct, the additional  
2 work or services shall be authorized by a new or revised Task Order that covers the new  
3 scope, cost and schedule. In the event that such notification is not given or if the  
4 Project Manager is not afforded an opportunity to negotiate the appropriate fee for such  
5 additional services prior to CONSULTANT'S commencement of such additional  
6 services, then CONSULTANT shall be deemed to have agreed to perform the work or  
7 services without any additional compensation and to have accepted sole responsibility  
8 for the performance of said work or services. Extra work done or services performed  
9 without a new or revised Task Order from DISTRICT'S General Manager-Chief  
10 Engineer shall be considered unauthorized and shall not be paid for by DISTRICT.  
11

12 At any time during the performance of an approved Task Order, DISTRICT may  
13 request that CONSULTANT perform extra services. Any work which is determined by  
14 DISTRICT to be necessary for the proper completion of the approved Task Order, but  
15 which neither CONSULTANT nor DISTRICT reasonably anticipated would be  
16 necessary at the time the scope of services for the assigned Task Order was approved,  
17 must be authorized by DISTRICT'S General Manager-Chief Engineer by a new or  
18 revised Task Order.  
19

20 At any time during the performance of the Task Order, the Project Manager, upon  
21 providing five (5) days written notice to CONSULTANT, may delete services and the  
22 associated fees from the Task Order. In the event DISTRICT requests deletion of  
23 services from the Task Order, DISTRICT shall make payment for all services  
24 satisfactorily performed in accordance with the negotiated Task Order up to the  
25 effective date of deletion; the amount of the payment shall be prorated to the total  
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1 services necessary for completion of the Task Order. No work product for the deleted  
2 services shall be provided to DISTRICT.

3 22. DISPUTES

4 A. In the event CONSULTANT considers any work demanded of CONSULTANT  
5 to be outside the requirements of this Agreement, or if CONSULTANT  
6 considers any order, instruction or decision of DISTRICT to be unfair,  
7 CONSULTANT shall promptly, upon receipt of such order, instruction or  
8 decision, ask for a written confirmation of the same whereupon CONSULTANT  
9 shall proceed without delay to perform the work or to conform to the order,  
10 instruction or decision. However, if CONSULTANT finds such order,  
11 instruction or decision unsatisfactory, CONSULTANT shall, within twenty-one  
12 (21) calendar days after receipt of same, file a written protest with DISTRICT  
13 stating clearly and in detail its objections and reasons therefor. Except for such  
14 protests or objections as are made of record in the manner specified and within  
15 the time stated herein, and except for such instances where the basis of a protest  
16 could not reasonably have been foreseen by CONSULTANT within the time  
17 limit specified for protest, CONSULTANT hereby waives all grounds for  
18 protests or objections to orders, instruction or decisions of DISTRICT and  
19 hereby agrees that, as to all matters not included in such protests, the orders,  
20 instructions and decisions of DISTRICT will be limited to matters properly  
21 falling within DISTRICT'S authority.

22 B. Any controversy or claim arising out of or relating to this Agreement which  
23 cannot be resolved by mutual agreement may be settled by arbitration, provided  
24 that the parties hereto mutually agree to submit to arbitration.  
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1 C. Neither the pendency of a dispute nor its consideration by arbitration shall  
2 excuse CONSULTANT from full and timely performance in accordance with  
3 the terms of this Agreement.

4 23. ASSIGNMENT

5 Neither this Agreement nor any part thereof shall be assigned by CONSULTANT  
6 without the prior written consent of DISTRICT.

7 24. CONFLICT OF INTEREST

8 CONSULTANT covenants that it presently has no interest, including but not limited to,  
9 other projects or independent contracts, and shall not acquire any such interest, direct or  
10 indirect, which would conflict in any manner or degree with the performance of services  
11 required to be performed under this Agreement. CONSULTANT further covenants that  
12 in the performance of this Agreement, no person having any such interest shall be  
13 employed or retained by it under this Agreement.

14 25. JURISDICTION/LAW/SEVERABILITY

15 This Agreement is to be construed in accordance with the laws of the State of  
16 California. If any provision of this Agreement is held by a court of competent  
17 jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be  
18 declared severable and shall be given full force and effect to the extent possible.

19 Any legal action, in law or in equity related to the performance or interpretation of this  
20 Agreement shall be filed only in the Superior Court for the State of California located in  
21 Riverside, California, and the parties waive any provision of law providing for a change  
22 of venue to another location. Prior to the filing of any legal action, the parties shall be  
23 obligated to attend a mediation session with a neutral mediator to try to resolve the  
24 dispute.  
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26. WAIVER

Any waiver by DISTRICT of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other term thereof. Failure on the part of DISTRICT to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT from enforcement hereof.

27. NON-DISCRIMINATION

In the performance of the terms of this Agreement, CONSULTANT shall not engage in nor permit others he may employ to engage in discrimination in the employment of persons because of the race, color, national origin or ancestry, religion, physical handicap, disability as defined by the Americans with Disabilities Act (ADA), medical condition, marital status or sex of such persons, in accordance with the provision of California Labor Code Section 1735.

28. CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical or other data and information made available to CONSULTANT shall not be disclosed (in whole or in part) by CONSULTANT to any third parties and shall be protected by CONSULTANT from unauthorized use and disclosure. The only exception to this shall be if disclosure is approved in advance in writing by DISTRICT or if the disclosure is made to CONSULTANT'S subcontractors as anticipated by this Agreement.

CONSULTANT shall refer all requests for information to DISTRICT. These same requirements shall be applicable to any of CONSULTANT'S subcontractors.

CONSULTANT shall include the requirements stated in this section of the Agreement with any of its subcontractors.

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29. DISCREPANCIES

In the event of any conflict between the provisions of this Agreement and any Task Order, the provisions of this Agreement shall govern.

30. NON-APPROPRIATION OF FUNDS

It is mutually agreed and understood that the obligation(s) of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for the reimbursement of CONSULTANT'S fees. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONSULTANT in writing. This Agreement shall be deemed terminated and have no further force and effect immediately upon receipt of DISTRICT'S notification by CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to reimbursement of its costs in accordance with Sections 5 and 6 (COMPENSATION and PAYMENT).

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

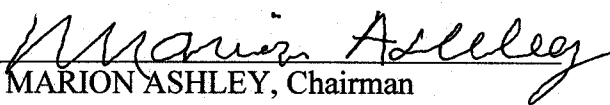
APR 09 2013

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By:   
WARREN D. WILLIAMS  
General Manager-Chief Engineer

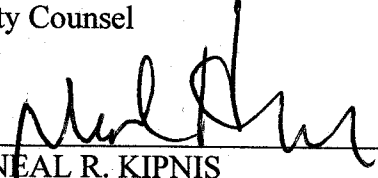
By:   
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water Conservation District Board of Supervisors

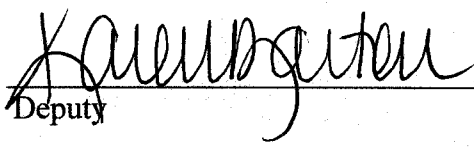
APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By:   
NEAL R. KIPNIS  
Deputy County Counsel


By:   
Deputy

(SEAL)

Multi-Year Consulting Services Agreement  
w/Inland Foundation Engineering  
For Professional Geotechnical Engineering and Ancillary Services  
FY 2012-13 through FY 2015-16  
02/28/13

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**INLAND FOUNDATION ENGINEERING, INC.**

By:  \_\_\_\_\_  
LAWRENCE E. STRAHM  
President

**Multi-Year Consulting Services Agreement  
w/Inland Foundation Engineering  
For Professional Geotechnical Engineering and Ancillary Services  
FY 2012-13 through FY 2015-16  
02/28/13**

**ATTACHMENT "A"**  
**SCOPE OF SERVICES**

CONSULTANT may be asked to perform one or more of the following types of services as specifically directed in Task Order(s) issued to CONSULTANT:

**1. GEOTECHNICAL ENGINEERING**

Prepare geotechnical report(s) to address all geotechnical related issues including, but not limited to:

- Grading and Site Clearing
- Seepage Control and Dewatering Analysis
- Foundation Preparation
- Pavement Design
- Compacted Fills
- Soil Classification and Physical Properties
- Slope Stability and Protection
- Seismic Stability
- Open and Braced Excavation (Shallow/Deep)
- Material Testing

**2. FIELD AND LABORATORY TESTING AND REPORTING**

Perform material (such as earthwork and concrete construction) testing and reporting services. Testing may consist of, but not be limited to the following:

- Soil Sieve and Proctor Testing
- Soil Consolidation Testing
- Field Density Testing
- Concrete Cylinder Fabrication and Testing
- Asphalt Concrete Testing

CONSULTANT may also be called upon to evaluate the ability of subsurface soils to support in-ground disposal of concentrated stormwater via infiltration. Infiltration analysis typically consists of exploratory site evaluation, in-situ permeability testing and laboratory analysis of soil samples collected from relevant soil horizons. Results of in-situ permeability testing and laboratory analysis and recommendations based upon the results are presented in a concise report which will assist the DISTRICT in the design of infiltration systems. Test may consist of, but not be limited to the following:

- Double Ring Infiltration Tests
- Standard Percolation Tests
- Test Pits
- Piezometers (Groundwater Level Monitoring)

ATTACHMENT "B"  
TASK ORDER APPROVAL FORM

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CONSULTANT: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

The Scope of Services for \_\_\_\_\_, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, shall constitute an approved Task Order pursuant to the Agreement between DISTRICT and CONSULTANT dated \_\_\_\_\_ ("AGREEMENT"). CONSULTANT agrees to perform the services described in Exhibit "A" within the time set forth in the Project Schedule as described in Exhibit "B" attached hereto and incorporated herein, for a fee amount of \$\_\_\_\_\_, unless otherwise modified by DISTRICT'S Project Manager in a subsequent Task Order Approval Form. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "C" and incorporated herein by this reference.

Performance of the services shall be subject to the terms and conditions contained in the AGREEMENT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
(To be filled in by General Manager-Chief Engineer)

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By: \_\_\_\_\_  
WARREN D. WILLIAMS  
General Manager-Chief Engineer

**INLAND FOUNDATION ENGINEERING, INC.**

By: \_\_\_\_\_  
LAWRENCE E. STRAHM  
President

MULTI-YEAR CONSULTING SERVICES AGREEMENT  
For Professional Geotechnical Engineering and Ancillary Services  
FY 2012-13 to FY 2015-16

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", and The Converse Professional Group doing business as Converse Consultants, hereinafter called "CONSULTANT", hereby agree as follows:

1. PROJECT

CONSULTANT shall provide professional geotechnical engineering and ancillary services, on an as-needed basis as requested by DISTRICT, for DISTRICT'S capital improvements program in accordance with applicable Federal, State, and local laws and regulations.

2. SCOPE OF SERVICES

As requested by DISTRICT, CONSULTANT shall provide on-call geotechnical engineering and testing related services, as further described in the "Scope of Services", attached hereto as Attachment "A" and made a part hereof, in support of DISTRICT'S capital improvement projects. During the term of this Agreement, CONSULTANT may be invited to submit proposals for one or more of the various services listed in Attachment "A" as requested by DISTRICT and be assigned subsequent Task Orders, the form of which is Attachment "B" "Task Order Approval Form" attached hereto and made a part hereof. CONSULTANT understands and expressly agrees that the execution of this Agreement by CONSULTANT and/or the submission of any proposal to furnish services does not guarantee the assignment or approval of any subsequent Task Order(s).

By entering into this Agreement, CONSULTANT assumes responsible charge of the work pursuant to Section 6703 of the Professional Engineers Act; Chapter 7 of Division

1 3 of the Business and Professions Code, and shall be wholly responsible for the  
2 completeness and accuracy of all data, technical studies, reports, plans, specifications  
3 and estimates prepared pursuant to this Agreement, and shall check all such material  
4 accordingly.

5 3. PERSONNEL

6 A. Project Manager

7 For each Task Order, DISTRICT shall designate a representative who shall act  
8 as DISTRICT'S Project Manager ("Project Manager"). The Project Manager  
9 shall have authority to act on behalf of DISTRICT for all purposes under this  
10 Task Order. DISTRICT shall provide written notice to CONSULTANT of any  
11 change in Project Manager assignment for a given Task Order.  
12

13 B. CONSULTANT'S Representative

14 CONSULTANT shall appoint a designated Representative for each assigned  
15 Task Order who shall be responsible for coordinating all aspects of the assigned  
16 Task Order. CONSULTANT'S Representative shall be available to  
17 DISTRICT'S Project Manager at reasonable times. CONSULTANT may  
18 appoint another person as Representative upon written notice to DISTRICT.  
19

20 C. Substitution of Key Personnel

21 At the time of Task Order approval, CONSULTANT shall identify its Key  
22 Personnel who will perform each assigned Task Order to DISTRICT'S Project  
23 Manager. Should one or more of the identified Key Personnel become  
24 unavailable, CONSULTANT may substitute other personnel of equal or greater  
25 competence upon written approval by DISTRICT. In the event that DISTRICT  
26 and CONSULTANT cannot agree as to the substitution of the Key Personnel,  
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1 DISTRICT may terminate the Task Order, pursuant to the applicable provisions  
2 of this Agreement.

3 4. TERM

4 The term of this Agreement shall become effective on the date this Agreement is  
5 executed by DISTRICT'S Board of Supervisors, and shall remain in effect through the  
6 required date for completion of an assigned Task Order, provided that such Task Order  
7 was approved prior to June 30, 2016 and completed by December 31, 2016.

8 5. COMPENSATION

9 CONSULTANT shall receive compensation for all services satisfactorily performed  
10 under this Agreement in accordance with the terms of the approved Task Order(s). The  
11 total amount to be paid to CONSULTANT for the performance of all Task Orders  
12 approved pursuant to this Agreement shall not exceed one hundred fifty thousand  
13 dollars (\$150,000) in any Fiscal Year and shall not exceed the sum of four hundred fifty  
14 thousand dollars (\$450,000) over the entire term of this Agreement.

15 6. PAYMENT

16 Payments shall be made in accordance with the Compensation/Fee Rate Schedule  
17 attached to the approved Task Order. Progress payments, if permitted in the approved  
18 Task Order, shall be processed no more than once per month. Upon satisfactory  
19 performance of CONSULTANT'S services pursuant to an approved Task Order,  
20 DISTRICT shall pay CONSULTANT within forty-five (45) days after DISTRICT'S  
21 receipt of CONSULTANT'S appropriate invoices. DISTRICT shall not pay interest or  
22 finance charge on any outstanding balance(s). CONSULTANT shall submit its invoice,  
23 in arrears, no later than sixty (60) calendar days following the month for which  
24 satisfactory performance of CONSULTANT'S services were rendered pursuant to an  
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1 approved Task Order. Failure to submit a timely invoice will result in non-payment of  
2 services. DISTRICT shall not be responsible for payment of any of CONSULTANT'S  
3 invoices submitted after the 60-day period. CONSULTANT shall keep employee and  
4 expense records according to customary accounting methods and such records shall,  
5 upon request, be available for inspection by DISTRICT to verify the invoices of  
6 CONSULTANT. All invoices shall itemize charges to conform to the  
7 Compensation/Fee Rate Schedule negotiated for the Task Order. DISTRICT shall  
8 notify CONSULTANT of any disputed amounts on invoice within thirty (30) days of  
9 receipt.  
10

11 7. PROJECT PERFORMANCE

12 A. Commencement of Services

13 CONSULTANT shall commence performance of the services for each Task  
14 Order upon receipt of DISTRICT'S approved Task Order.  
15

16 B. Time of Completion

17 Time is of the essence in the performance of this Agreement. CONSULTANT  
18 shall complete services in accordance with the schedule(s) set forth in the  
19 approved Task Order(s).  
20

- 21 8. LICENSES – CONSULTANT, its employees, agents, contractors and subcontractors  
22 shall possess appropriate Federal and/or State permits and maintain professional  
23 licenses required by the applicable Federal, State and local regulations at all times while  
24 performing services under this Agreement.

25 9. STANDARD OF CARE

26 While performing the services, CONSULTANT shall exercise the reasonable  
27 professional care and skill customarily exercised by reputable members of  
28



1 CONSULTANT'S profession practicing in the State of California, and shall use  
2 reasonable diligence and best judgment while exercising CONSULTANT'S professional  
3 skill and expertise. By executing this Agreement, CONSULTANT represents and  
4 maintains that CONSULTANT has the necessary experience and expertise to skillfully  
5 perform all services, duties and obligations required by this Agreement and to fully and  
6 adequately complete each approved Task Order.

7 10. ERRORS AND OMISSIONS

8 In the event CONSULTANT'S data, technical studies, reports or any work products  
9 contain any errors or omissions that cause DISTRICT to incur additional expense  
10 beyond what would have otherwise resulted if there were no errors or omissions in  
11 CONSULTANT'S data, technical studies, reports or any work products, such additional  
12 expense shall be borne solely by CONSULTANT.  
13

14 11. PERMITS AND RIGHTS OF ENTRY

15 DISTRICT shall obtain all rights of entry as may be required to allow CONSULTANT  
16 to perform the proposed consulting services within and upon privately-owned property.  
17 All permits and rights of entry as may be required from any and all affected public  
18 entities shall be obtained by CONSULTANT. Sufficient evidence of having obtained  
19 such permits and/or rights of entry shall be furnished to DISTRICT by CONSULTANT,  
20 prior to initiation of work. CONSULTANT will prosecute the work in such a manner  
21 as to minimize public inconvenience and possible hazard, and will restore the streets  
22 and other work areas to their original condition and former usefulness as soon as  
23 practicable. CONSULTANT shall be responsible for the protection of public and  
24 private property adjacent to the work and shall exercise due caution to avoid damage to  
25 such property.  
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2 12. NOTICES

3 Any and all notices sent or required to be sent to the parties of this Agreement will be  
4 mailed by first class mail, postage prepaid, to the following addresses:

5 RIVERSIDE COUNTY FLOOD CONTROL  
6 AND WATER CONSERVATION DISTRICT  
7 1995 Market Street  
8 Riverside, CA 92501  
9 Attn: Design and Construction Division

THE CONVERSE  
PROFESSIONAL GROUP  
(dba Converse Consultants)  
10391 Corporate Drive  
Redlands, CA 92374  
Attn: Hashmi Quazi

10 13. REQUIRED INSURANCE

11 CONSULTANT shall not commence operations until DISTRICT has been furnished  
12 with original certificate(s) of insurance and original certified copies of endorsements  
13 and if requested, certified original policies of insurance including all endorsements and  
14 any and all other attachments as required in this Section.

15 Without limiting or diminishing CONSULTANT'S obligation to indemnify or hold  
16 DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be  
17 maintained, at its sole cost and expense, the following insurance coverages during the  
18 term of this Agreement:

19 A. Workers' Compensation

20 If CONSULTANT has employees as defined by the State of California,  
21 CONSULTANT shall maintain statutory Workers' Compensation Insurance  
22 (Coverage A) as prescribed by the laws of the State of California. Policy shall  
23 include Employer's Liability (Coverage B) including Occupational Disease with  
24 limits not less than \$1,000,000 per person per accident. Policy shall be endorsed  
25 to waive subrogation in favor of DISTRICT and, if applicable, to provide a  
26 Borrowed Servant/Alternate Employer endorsement.  
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2 B. Commercial General Liability

3 Commercial General Liability insurance coverage, including but not limited to,  
4 premises liability, unmodified contractual liability, products and completed  
5 operations liability, personal and advertising injury, and cross liability coverage,  
6 covering claims which may arise from or out of CONSULTANT'S performance  
7 of its obligations hereunder. Policy shall name Riverside County Flood Control  
8 and Water Conservation District, the County of Riverside, its agencies, districts,  
9 special districts, and departments, their respective directors, officers, Board of  
10 Supervisors, elected or appointed officials, employees, agents or representatives  
11 as additional insureds. Policy's limit of liability shall not be less than  
12 \$1,000,000 per occurrence combined single limit. If such insurance contains a  
13 general aggregate limit, it shall apply separately to this Agreement or be no less  
14 than two (2) times the occurrence limit.  
15

16  
17 C. Vehicle Liability

18 If vehicles or mobile equipment are used in the performance of the obligations  
19 under this Agreement, CONSULTANT shall maintain liability insurance for all  
20 owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per  
21 occurrence combined single limit. If such insurance contains a general  
22 aggregate limit, it shall apply separately to this Agreement or be no less than  
23 two (2) times the occurrence limit. Policy shall name Riverside County Flood  
24 Control and Water Conservation District, the County of Riverside, its agencies,  
25 districts, special districts, and departments, their respective directors, officers,  
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1 Board of Supervisors, elected or appointed officials, employees, agents or  
2 representatives as additional insureds.

3 D. Professional Liability

4 CONSULTANT shall maintain Professional Liability Insurance providing  
5 coverage for CONSULTANT'S performance of work included within this  
6 Agreement, with a limit of liability of not less than \$1,000,000 per occurrence  
7 and \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability  
8 Insurance is written on a claims made basis rather than an occurrence basis, such  
9 insurance shall continue through the term of this Agreement and  
10 CONSULTANT shall purchase at his sole expense either: 1) an Extended  
11 Reporting Endorsement (also known as Tail Coverage); 2) Prior Dates Coverage  
12 from a new insurer with a retroactive date back to the date of, or prior to, the  
13 inception of this Agreement; or 3) demonstrate through Certificates of Insurance  
14 that CONSULTANT has maintained continuous coverage with the same or  
15 original insurer. Coverage provided under items: 1), 2) or 3) will continue as  
16 long as the law allows.  
17

18  
19 E. General Insurance Provisions – All Lines

- 20 1) Any insurance carrier providing insurance coverage hereunder shall be  
21 admitted to the State of California and have an A.M. BEST rating of not  
22 less than an A: VIII (A: 8) unless such requirements are waived, in  
23 writing, by the County Risk Manager. If the County's Risk Manager  
24 waives a requirement for a particular insurer such waiver is only valid  
25 for the specific insurer and only for one policy term.  
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2) CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the DISTRICT, and at the election of the County's Risk Manager, CONSULTANT'S carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

3) CONSULTANT shall cause their insurance carrier(s) to furnish DISTRICT with either: 1) a properly executed original certificate(s) of insurance and original certified copies of endorsements effecting coverage as required herein; or 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to DISTRICT prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective

1 date, another properly executed original certificate of insurance and  
2 original copies of endorsements or original certified policies, including  
3 all endorsements and attachments thereto, evidencing coverages and the  
4 insurance required herein is in full force and effect. Individual(s)  
5 authorized by the insurance carrier to do so on its behalf shall sign the  
6 original endorsements for each policy and the certificate of insurance.

7  
8 4) It is understood and agreed by the parties hereto that the  
9 CONSULTANT'S insurance shall be construed as primary insurance,  
10 and the DISTRICT'S insurance and/or deductibles and/or self-insured  
11 retentions or self-insured programs shall not be construed as  
12 contributory.

13 5) If, during the term of this Agreement or any extension thereof, there is a  
14 material change in the scope of services; or there is a material change in  
15 the equipment to be used in the performance of the scope of work which  
16 will add additional exposures (such as the use of aircraft, watercraft,  
17 cranes, etc.); or the term of this Agreement, including any extensions  
18 thereof, exceeds five (5) years, the District reserves the right to adjust the  
19 types of insurance and the monetary limits of liability required under this  
20 Agreement, if, in the County Risk Manager's reasonable judgment, the  
21 amount or type of insurance carried by CONSULTANT has become  
22 inadequate.  
23

24  
25 6) CONSULTANT shall pass down the insurance obligations contained  
26 herein to all tiers of subcontractors working under this Agreement.  
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1           7)    The insurance requirements contained in this Agreement may be met  
2                   with a program(s) of self-insurance acceptable to DISTRICT.

3           8)    CONSULTANT agrees to notify DISTRICT of any claim by a third  
4                   party or any incident or event that may give rise to a claim arising from  
5                   the performance of this Agreement.

6   14.   INDEMNIFICATION

7           CONSULTANT shall indemnify and hold harmless DISTRICT (including its directors,  
8                   officers, Board of Supervisors, elected and appointed officials, employees, agents and  
9                   representatives) from any liability, claim, damage, proceeding or action, present or  
10                  future, based upon, arising out of or in any way relating to CONSULTANT'S (including  
11                  its officers, employees, subcontractors and agents) actual or alleged negligent, reckless  
12                  or willful misconduct, acts or omissions related to this Agreement, performance under  
13                  this Agreement, or failure to comply with the requirements of this Agreement, including  
14                  but not limited to: (a) property damage; (b) bodily injury or death; or (c) any other  
15                  element of any kind or nature whatsoever.

16           CONSULTANT shall defend, at its sole expense, including all costs and fees (including  
17                   but not limited to attorney fees, cost of investigation, defense and settlements or  
18                   awards), DISTRICT (including its directors, officers, Board of Supervisors, elected and  
19                   appointed officials, employees, agents and representatives) in any claim, proceeding or  
20                   action for which indemnification is required.

21           With respect to any of CONSULTANT'S indemnification requirements,  
22                   CONSULTANT shall, at its sole cost, have the right to use counsel of their own choice  
23                   and shall have the right to adjust, settle, or compromise any such claim, proceeding or  
24                   action without the prior consent of DISTRICT; provided, however, that such  
25                   action without the prior consent of DISTRICT; provided, however, that such  
26                   action without the prior consent of DISTRICT; provided, however, that such  
27                   action without the prior consent of DISTRICT; provided, however, that such  
28                   action without the prior consent of DISTRICT; provided, however, that such

1 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
2 CONSULTANT'S indemnification obligations to DISTRICT.

3 CONSULTANT'S indemnification obligations shall be satisfied when CONSULTANT  
4 has provided to DISTRICT the appropriate form of dismissal (or similar document)  
5 relieving DISTRICT from any liability for the claim, proceeding or action involved.

6 The specified insurance limits required in this Agreement shall in no way limit or  
7 circumscribe CONSULTANT'S obligations to indemnify and hold harmless DISTRICT  
8 from third party claims.

9  
10 In the event there is conflict between this section and California Civil Code Section  
11 2782, this section shall be interpreted to comply with California Civil Code Section  
12 2782. Such interpretation shall not relieve CONSULTANT from indemnifying  
13 DISTRICT (including its directors, officers, Board of Supervisors, elected and  
14 appointed officials, employees, agents and representatives) or the County of Riverside  
15 to the fullest extent allowed by law.

16  
17 15. WORK PRODUCT

18 CONSULTANT shall provide DISTRICT with all data, calculations, technical studies,  
19 computer files, field notes, drawings, logs, reports and any other documents as set forth  
20 in the approved Task Order(s). All data, calculations, technical studies, computer files,  
21 field notes, drawings, logs, reports and any other documents produced by  
22 CONSULTANT in the performance of the services as set forth in the approved Task  
23 Order(s) shall be and remain the sole property of DISTRICT. CONSULTANT shall not  
24 publish or transfer any material produced or resulting from activities supported by this  
25 Agreement without the written consent of the General Manager-Chief Engineer of  
26 DISTRICT. If any such material is subject to copyright or trademark, the parties agree  
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1 that the right to any and all copyright and/or trademark in and to the material is  
2 expressly reserved to DISTRICT. If any such material is copyrighted, the parties hereto  
3 understand and agree that DISTRICT reserves a royalty-free, non-exclusive, and  
4 irrevocable license to reproduce, publish, and use such material, in whole or in part, and  
5 to authorize others to do so, provided written credit is given the author.

6 16. TERMINATION

7 At any time during the term of this Agreement, DISTRICT may:

8 A. Agreement

- 9
- 10 1) Terminate this Agreement without cause upon providing  
11 CONSULTANT thirty (30) days written notice stating the extent and  
12 effective date of termination; or
- 13 2) Upon five (5) days written notice, terminate this Agreement for  
14 CONSULTANT default, if CONSULTANT refuses or fails to comply  
15 with the provisions of this Agreement or fails to make progress so as to  
16 endanger performance and does not cure such failure within a reasonable  
17 period of time. In the event of such termination, DISTRICT may  
18 proceed with the work in a manner deemed proper to DISTRICT.  
19

20 In the event DISTRICT issues a Notice of Termination, CONSULTANT shall:  
21 i) stop all work under this Agreement on the date specified in the Notice of  
22 Termination; and ii) transfer to DISTRICT and deliver in the manner, and to the  
23 extent, if any, as directed by DISTRICT, any equipment, data or reports which,  
24 if the Agreement had been completed, would have been required to be furnished  
25 to DISTRICT.  
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1 In the event DISTRICT terminates this Agreement, DISTRICT shall make  
2 payment for all services performed in accordance with this Agreement to the  
3 date of termination, a total amount which bears the same ratio to the total  
4 maximum fee otherwise payable under this Agreement as the services actually  
5 bear to the total services necessary for performance of this Agreement.  
6 Notwithstanding any of the other provision of this Agreement, CONSULTANT  
7 rights under this Agreement shall terminate (except for fees accrued prior to the  
8 date of termination) upon dishonesty, or a willful or material breach of this  
9 Agreement by CONSULTANT; or in the event of CONSULTANT'S  
10 unwillingness or inability for any reason whatsoever to perform the duties  
11 hereunder; or if the Agreement is terminated pursuant to Section 27 (NON-  
12 DISCRIMINATION). In such event, CONSULTANT shall not be entitled to  
13 any further compensation under this Agreement. The rights and remedies of  
14 DISTRICT provided in this section shall not be exclusive and are in addition to  
15 any other rights and remedies provided by law or under this Agreement.  
16  
17

18 B. Approved Task Order

19 Terminate an approved Task Order or portion thereof without cause upon  
20 providing CONSULTANT fourteen (14) days written notice stating the extent  
21 and effective date of termination. In the event DISTRICT issues a Notice of  
22 Termination for an approved Task Order, CONSULTANT shall: i) stop all work  
23 under the Task Order on the date specified in the Notice of Termination; and ii)  
24 transfer to DISTRICT and deliver in the manner, and to the extent, if any, as  
25 directed by DISTRICT, any equipment, data, reports or other documents which,  
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1 if the Task Order had been completed, would have been required to be furnished  
2 to DISTRICT.

3 In the event DISTRICT terminates an approved Task Order, DISTRICT shall  
4 make payment for all services satisfactorily performed in accordance with the  
5 negotiated Task Order to the date of termination, a total amount which bears the  
6 same ratio to the total maximum fee otherwise payable under the Task Order as  
7 the services actually bear to the total services necessary for performance of the  
8 Task Order.  
9

10 17. Basic Services of CONSULTANT

11 The scope of services associated with the performance of any specific Task Order under  
12 this Agreement shall be expressly defined and agreed upon prior to the approval of the  
13 Task Order by DISTRICT'S General Manager-Chief Engineer. Any changes to the  
14 approved scope of services must be authorized by DISTRICT'S General Manager-Chief  
15 Engineer, and shall be made in writing.

16 All work prepared by CONSULTANT shall be subject to the approval of the Project  
17 Manager. CONSULTANT shall allow the Project Manager to inspect and review  
18 CONSULTANT'S work in progress at any reasonable time. All reports, working  
19 papers, and similar work products prepared for submission in the course of providing  
20 services under this Agreement shall be submitted to the Project Manager in draft form.

21 In the event that Project Manager, in his or her sole discretion, determines the formally  
22 submitted work product to be inadequate, CONSULTANT may be required to revise  
23 and resubmit the work at no additional cost to DISTRICT. Should CONSULTANT fail  
24 to make requested corrections in a timely manner, such corrections may be made by  
25 DISTRICT and the cost thereof charged to CONSULTANT. The responsibility for  
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1 accuracy and completeness of such items remains solely that of CONSULTANT.  
2 Neither DISTRICT'S review nor approval shall give rise to any liability or  
3 responsibility on the part of DISTRICT, or waive any of DISTRICT'S rights, or relieve  
4 CONSULTANT of its professional responsibilities or obligations under this Agreement.

5 18. PREVAILING WAGE

6 All workers shall be paid not less than the general prevailing rate of wages and benefits  
7 for work of a similar character in the locality in which the work is performed, as  
8 provided in California Labor Code Sections 1770 et seq. Pursuant to the California  
9 Labor Code, DISTRICT has obtained for the Board of Supervisors of DISTRICT from  
10 the Director of the Department of Industrial Relations, State of California, his  
11 determinations of general prevailing rates of per diem wages applicable to the work, and  
12 for holiday and overtime work, including employer payments for health and welfare,  
13 pension, vacation, apprentices and similar purposes for each craft, classification or type  
14 of workman needed, as set forth on the schedule which is on file at DISTRICT office,  
15 and which will be made available to any interested person upon request.  
16

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18 19. INDEPENDENT CONTRACTOR

19 CONSULTANT and the agents and employees of CONSULTANT, shall act at all times  
20 in an independent capacity during the term of this Agreement and in the performance of  
21 the services to be rendered hereunder and shall not act as or shall not be and shall not in  
22 any manner be considered to be employees or agents of DISTRICT.  
23

24 20. SUBCONTRACTING

25 CONSULTANT may, at CONSULTANT'S own expense, retain or employ sub-  
26 consultants to accomplish certain portions of the work covered by this Agreement.  
27 However, except as specifically provided in the Compensation/Fee Rate Schedule  
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1 attached to the approved Task Order or as expressly identified in this Agreement, no  
2 portion of the services pertinent to this Agreement shall be subcontracted without prior  
3 written approval and authorization by DISTRICT.

4 Should one or more of the sub-consultants, as identified in the Compensation/Fee Rate  
5 Schedule attached to the approved Task Order or as expressly identified in this  
6 Agreement, become unavailable, CONSULTANT may substitute other sub-consultants  
7 of equal or greater competence upon written approval by DISTRICT. In the event that  
8 DISTRICT and CONSULTANT cannot agree as to the substitution of the sub-  
9 consultant, DISTRICT may terminate the Task Order, pursuant to the applicable  
10 provisions of this Agreement.  
11

12 In the event CONSULTANT subcontracts any portion of CONSULTANT'S duties  
13 under this Agreement, CONSULTANT shall require its sub-consultants to comply with  
14 the terms of this Agreement in the same manner as required of CONSULTANT. The  
15 fact that CONSULTANT employs sub-consultants not in his regular employ shall not  
16 relieve CONSULTANT of any responsibility regarding the adequacy of the sub-  
17 consultant's work performed or services provided pursuant to this Agreement.  
18

19 21. CHANGES TO TASK ORDER SCOPE OF SERVICES

20 CONSULTANT shall not perform any additional work or services outside the scope of  
21 an approved Task Order without the prior written approval of DISTRICT'S General  
22 Manager-Chief Engineer. If at any time during the performance of an approved Task  
23 Order, CONSULTANT believes that it is necessary to include certain work or services  
24 which are not clearly covered under the scope of an approved Task Order,  
25 CONSULTANT shall immediately notify the Project Manager in writing of  
26 CONSULTANT'S assertion that the work is out of scope. Said notification by  
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1 CONSULTANT to the Project Manager shall not in any way be construed as proving  
2 that the work or services in question are outside the scope of the Task Order. The  
3 Project Manager must approve or reject CONSULTANT'S assertion in writing. In the  
4 event the Project Manager determines that CONSULTANT is correct, the additional  
5 work or services shall be authorized by a new or revised Task Order that covers the new  
6 scope, cost and schedule. In the event that such notification is not given or if the  
7 Project Manager is not afforded an opportunity to negotiate the appropriate fee for such  
8 additional services prior to CONSULTANT'S commencement of such additional  
9 services, then CONSULTANT shall be deemed to have agreed to perform the work or  
10 services without any additional compensation and to have accepted sole responsibility  
11 for the performance of said work or services. Extra work done or services performed  
12 without a new or revised Task Order from DISTRICT'S General Manager-Chief  
13 Engineer shall be considered unauthorized and shall not be paid for by DISTRICT.

14 At any time during the performance of an approved Task Order, DISTRICT may  
15 request that CONSULTANT perform extra services. Any work which is determined by  
16 DISTRICT to be necessary for the proper completion of the approved Task Order, but  
17 which neither CONSULTANT nor DISTRICT reasonably anticipated would be  
18 necessary at the time the scope of services for the assigned Task Order was approved,  
19 must be authorized by DISTRICT'S General Manager-Chief Engineer by a new or  
20 revised Task Order.  
21

22 At any time during the performance of the Task Order, the Project Manager, upon  
23 providing five (5) days written notice to CONSULTANT, may delete services and the  
24 associated fees from the Task Order. In the event DISTRICT requests deletion of  
25 services from the Task Order, DISTRICT shall make payment for all services  
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1 satisfactorily performed in accordance with the negotiated Task Order up to the  
2 effective date of deletion; the amount of the payment shall be prorated to the total  
3 services necessary for completion of the Task Order. No work product for the deleted  
4 services shall be provided to DISTRICT.

5 22. DISPUTES

6 A. In the event CONSULTANT considers any work demanded of CONSULTANT  
7 to be outside the requirements of this Agreement, or if CONSULTANT  
8 considers any order, instruction or decision of DISTRICT to be unfair,  
9 CONSULTANT shall promptly, upon receipt of such order, instruction or  
10 decision, ask for a written confirmation of the same whereupon CONSULTANT  
11 shall proceed without delay to perform the work or to conform to the order,  
12 instruction or decision. However, if CONSULTANT finds such order,  
13 instruction or decision unsatisfactory, CONSULTANT shall, within twenty-one  
14 (21) calendar days after receipt of same, file a written protest with DISTRICT  
15 stating clearly and in detail its objections and reasons therefor. Except for such  
16 protests or objections as are made of record in the manner specified and within  
17 the time stated herein, and except for such instances where the basis of a protest  
18 could not reasonably have been foreseen by CONSULTANT within the time  
19 limit specified for protest, CONSULTANT hereby waives all grounds for  
20 protests or objections to orders, instruction or decisions of DISTRICT and  
21 hereby agrees that, as to all matters not included in such protests, the orders,  
22 instructions and decisions of DISTRICT will be limited to matters properly  
23 falling within DISTRICT'S authority.  
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1 B. Any controversy or claim arising out of or relating to this Agreement which  
2 cannot be resolved by mutual agreement may be settled by arbitration, provided  
3 that the parties hereto mutually agree to submit to arbitration.

4 C. Neither the pendency of a dispute nor its consideration by arbitration shall  
5 excuse CONSULTANT from full and timely performance in accordance with  
6 the terms of this Agreement.

7  
8 23. ASSIGNMENT

9 Neither this Agreement nor any part thereof shall be assigned by CONSULTANT  
10 without the prior written consent of DISTRICT.

11 24. CONFLICT OF INTEREST

12 CONSULTANT covenants that it presently has no interest, including but not limited to,  
13 other projects or independent contracts, and shall not acquire any such interest, direct or  
14 indirect, which would conflict in any manner or degree with the performance of services  
15 required to be performed under this Agreement. CONSULTANT further covenants that  
16 in the performance of this Agreement, no person having any such interest shall be  
17 employed or retained by it under this Agreement.

18  
19 25. JURISDICTION/LAW/SEVERABILITY

20 This Agreement is to be construed in accordance with the laws of the State of  
21 California. If any provision of this Agreement is held by a court of competent  
22 jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be  
23 declared severable and shall be given full force and effect to the extent possible.

24 Any legal action, in law or in equity related to the performance or interpretation of this  
25 Agreement shall be filed only in the Superior Court for the State of California located in  
26 Riverside, California, and the parties waive any provision of law providing for a change  
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1 of venue to another location. Prior to the filing of any legal action, the parties shall be  
2 obligated to attend a mediation session with a neutral mediator to try to resolve the  
3 dispute.

4 26. WAIVER

5 Any waiver by DISTRICT of any breach of any one or more of the terms of this  
6 Agreement shall not be construed to be a waiver of any subsequent or other breach of  
7 the same or any other term thereof. Failure on the part of DISTRICT to require exact,  
8 full and complete compliance with any terms of this Agreement shall not be construed  
9 as in any manner changing the terms hereof, or estopping DISTRICT from enforcement  
10 hereof.  
11

12 27. NON-DISCRIMINATION

13 In the performance of the terms of this Agreement, CONSULTANT shall not engage in  
14 nor permit others he may employ to engage in discrimination in the employment of  
15 persons because of the race, color, national origin or ancestry, religion, physical  
16 handicap, disability as defined by the Americans with Disabilities Act (ADA), medical  
17 condition, marital status or sex of such persons, in accordance with the provision of  
18 California Labor Code Section 1735.  
19

20 28. CONFIDENTIALITY OF DATA

21 All financial, statistical, personal, technical or other data and information made  
22 available to CONSULTANT shall not be disclosed (in whole or in part) by  
23 CONSULTANT to any third parties and shall be protected by CONSULTANT from  
24 unauthorized use and disclosure. The only exception to this shall be if disclosure is  
25 approved in advance in writing by DISTRICT or if the disclosure is made to  
26 CONSULTANT'S subcontractors as anticipated by this Agreement.  
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1 CONSULTANT shall refer all requests for information to DISTRICT. These same  
2 requirements shall be applicable to any of CONSULTANT'S subcontractors.  
3 CONSULTANT shall include the requirements stated in this section of the Agreement  
4 with any of its subcontractors.

5 29. DISCREPANCIES

6 In the event of any conflict between the provisions of this Agreement and any Task  
7 Order, the provisions of this Agreement shall govern.

8  
9 30. NON-APPROPRIATION OF FUNDS

10 It is mutually agreed and understood that the obligation(s) of DISTRICT are limited by  
11 and contingent upon the availability of DISTRICT funds for the reimbursement of  
12 CONSULTANT'S fees. In the event that such funds are not forthcoming for any  
13 reason, DISTRICT shall immediately notify CONSULTANT in writing. This  
14 Agreement shall be deemed terminated and have no further force and effect  
15 immediately upon receipt of DISTRICT'S notification by CONSULTANT. In the event  
16 of such termination, CONSULTANT shall be entitled to reimbursement of its costs in  
17 accordance with Sections 5 and 6 (COMPENSATION and PAYMENT).

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

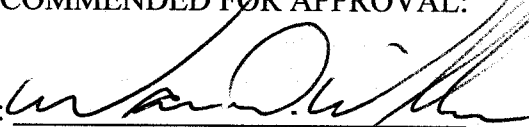
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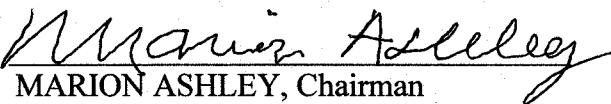
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(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By:   
WARREN D. WILLIAMS  
General Manager-Chief Engineer

By:   
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

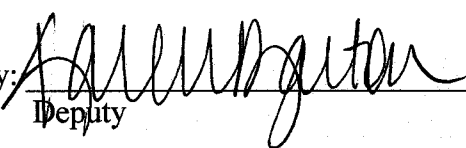
APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By:   
NEAL R. KIPNIS  
Deputy County Counsel


By:   
Deputy

(SEAL)

Multi-Year Consulting Services Agreement  
w/The Converse Professional Group (dba Converse Consultants)  
For Professional Geotechnical Engineering and Ancillary Services  
FY 2012-13 through FY 2015-16  
02/27/13

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**THE CONVERSE PROFESSIONAL GROUP**

By:   
HASHMI QUAZI  
President

Multi-Year Consulting Services Agreement  
w/The Converse Professional Group (dba Converse Consultants)  
For Professional Geotechnical Engineering and Ancillary Services  
FY 2012-13 through FY 2015-16  
02/27/13

**ATTACHMENT "A"**  
**SCOPE OF SERVICES**

CONSULTANT may be asked to perform one or more of the following types of services as specifically directed in Task Order(s) issued to CONSULTANT:

**1. GEOTECHNICAL ENGINEERING**

Prepare geotechnical report(s) to address all geotechnical related issues including, but not limited to:

- Grading and Site Clearing
- Seepage Control and Dewatering Analysis
- Foundation Preparation
- Pavement Design
- Compacted Fills
- Soil Classification and Physical Properties
- Slope Stability and Protection
- Seismic Stability
- Open and Braced Excavation (Shallow/Deep)
- Material Testing

**2. FIELD AND LABORATORY TESTING AND REPORTING**

Perform material (such as earthwork and concrete construction) testing and reporting services. Testing may consist of, but not be limited to the following:

- Soil Sieve and Proctor Testing
- Soil Consolidation Testing
- Field Density Testing
- Concrete Cylinder Fabrication and Testing
- Asphalt Concrete Testing

CONSULTANT may also be called upon to evaluate the ability of subsurface soils to support in-ground disposal of concentrated stormwater via infiltration. Infiltration analysis typically consists of exploratory site evaluation, in-situ permeability testing and laboratory analysis of soil samples collected from relevant soil horizons. Results of in-situ permeability testing and laboratory analysis and recommendations based upon the results are presented in a concise report which will assist the DISTRICT in the design of infiltration systems. Test may consist of, but not be limited to the following:

- Double Ring Infiltration Tests
- Standard Percolation Tests
- Test Pits
- Piezometers (Groundwater Level Monitoring)

ATTACHMENT "B"  
TASK ORDER APPROVAL FORM

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CONSULTANT: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

The Scope of Services for \_\_\_\_\_, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, shall constitute an approved Task Order pursuant to the Agreement between DISTRICT and CONSULTANT dated \_\_\_\_\_ ("AGREEMENT"). CONSULTANT agrees to perform the services described in Exhibit "A" within the time set forth in the Project Schedule as described in Exhibit "B" attached hereto and incorporated herein, for a fee amount of \$\_\_\_\_\_, unless otherwise modified by DISTRICT'S Project Manager in a subsequent Task Order Approval Form. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "C" and incorporated herein by this reference.

Performance of the services shall be subject to the terms and conditions contained in the AGREEMENT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
(To be filled in by General Manager-Chief Engineer)

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By: \_\_\_\_\_  
WARREN D. WILLIAMS  
General Manager-Chief Engineer

**THE CONVERSE PROFESSIONAL GROUP**

By: \_\_\_\_\_  
HASHMI QUAZI  
President