

**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 11.6
(ID # 22090)

MEETING DATE:
Tuesday, June 13, 2023

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Multi-Year Consulting Services Agreements Between the Riverside County Flood Control and Water Conservation District and Six Service Providers for On-Call Environmental Planning and Regulatory Technical Services, Fiscal Years 2022/2023 through 2025/2026, All Districts. [\$4,000,000 Total Cost – District Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Consulting Services Agreements ("Agreement") between the Riverside County Flood Control and Water Conservation District ("District") and the six Service Providers ("Consultants") for Fiscal Years 2022/2023 through 2025/2026, plus a one-year contingency period to complete any outstanding Task Orders issued during the four-year term;

Continued on Page 2

ACTION:Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

5/31/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, and Gutierrez
Nays: None
Absent: Spiegel, Perez
Date: June 13, 2023
xc: Flood

Kimberly A. Rector
Clerk of the Board

By:
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

2. Authorize the Chair of the District's Board of Supervisors to execute the Agreement documents with each of the Consultants on behalf of the District;
3. Authorize the General Manager-Chief Engineer or designee to take all necessary steps to implement the Agreement, including, but not limited to, negotiating, approving and executing any non-substantive amendments and any assignment and assumption associated with change of ownership of the company, subject to approval by County Counsel;
4. Authorize the District's General Manager-Chief Engineer to terminate the Agreement in accordance with the terms and conditions in the Agreement; and
5. Direct the Clerk of the Board to return two executed Agreements for each Consultant to the District.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$400,000	\$1,200,000	\$4,000,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: (see source of funds below)			Budget Adjustment: No	
			For Fiscal Year: 22/23 - 25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The District relies upon professional service firms to furnish critically important consulting/environmental services to augment the District's in-house technical capabilities and capacity. The District is in need of hiring firms that specialize in environmental and regulatory compliance and the many subdisciplines therein. In an effort to improve overall efficiency and reduce time and overhead, the District proposes to streamline its contracting process for such services by preparing a list of pre-qualified Consultants into a single on-call list.

On December 12, 2022, the District advertised a single Request for Qualifications ("RFQ") with the intent of establishing a list of pre-qualified Consultants that are expert in multiple specialties required for environmental and regulatory compliance. The primary purpose of establishing an on-call list is to expedite access to supplemental services and specialized technical expertise necessary to support the District's programs while minimizing the administrative burdens associated with managing multiple contracts with various individual Consultants.

The District established a review committee comprised of District representatives having expertise in the environmental and regulatory compliance. Each of the Statements of Qualifications ("SOQ") was evaluated relative to the following criteria:

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- Personnel, Technical Competence and Qualifications
- Relevant Experience and Past Performance
- Location/Local Experience

Based on the SOQ review process, a total of six firms are recommended for inclusion on the District's 2022 Environmental and Regulatory Technical Services On-Call List. The approved service categories for each Professional Consultant are contained in Attachment A within each Agreement.

The District further requests that its Board of Supervisors approve six multiyear On-Call Professional Services Agreements for the 2022 Environmental and Regulatory Technical Services On-Call List between the District and the selected Consultants, with each Agreement terminating on June 30, 2026, with an option to extend one year. Each Agreement stipulates a specific "not-to-exceed" amount for the entire term of the contract. The "not-to-exceed" amounts for each firm are also listed below.

Once a contract is approved, the District will have the ability, but is under no obligation, to issue one or more Task Orders to utilize the firm's services on an as-needed basis. Task Orders will not be initiated after June 30, 2026. However, firms will have until June 30, 2027, to complete work under Task Orders executed prior to June 30, 2026.

County Counsel has approved the Agreement as to legal form. The Consultants listed below have executed the Agreements:

Consultants	Contract Value
Aspen Environmental Group	\$600,000
ELMT Consulting, Inc.	\$700,000
Helix Environmental Planning	\$800,000
Jennings Environmental LLC	\$600,000
Rincon Consultants, Inc.	\$600,000
WSP USA Environment and Infrastructure, Inc.	\$700,000

Impact on Residents and Businesses

These On-Call Services contracts will allow the District to draw upon additional expertise and resources, as needed, to expedite the delivery of important programs and projects for the benefit of resident and businesses throughout the District's service area. Additionally, the consolidation of the District's On-Call Consultants' lists and contracts will provide administrative efficiency, reduce overhead costs and provide a greater level of transparency to the public.

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Additional Fiscal Information

The services provided pursuant to these Agreements will be paid for by a number of existing District revenue sources, including ad valorem property tax revenue. No new taxes, fees or assessments are needed to pay for these services. Percentage of funds will be further determined upon services provided.

Sufficient funding is included in the District's budget for FY 22/23. Appropriate amounts will be included in the proposed budgets for FY 23/24 through FY 25/26, as appropriate.

SOURCE OF FUNDS:

25110 947400 525440 Zone 1 Professional Services
25120 947420 525440 Zone 2 Professional Services
25130 947440 525440 Zone 3 Professional Services
25140 947460 525440 Zone 4 Professional Services
25150 947480 525440 Zone 5 Professional Services
25160 947500 525440 Zone 6 Professional Services
25170 947520 525440 Zone 7 Professional Services

Contract History and Price Reasonableness

A Notice of Availability of the RFQ was published in the Press Enterprise, Orange County Register, San Bernardino Sun and Desert Sun on December 12, 2022 and December 19, 2022. The RFQ was also made available to the public on the District's website on December 12, 2022. In response to the RFQ for the 2022 Environmental and Regulatory Technical Services On-Call List, 13 firms submitted an SOQ. Billing rates will be established prior to the issuance of a Task Order and will be within the range of acceptable industry practice for the type of services being provided.

ATTACHMENTS:

1. Six Multi-Year Consulting Services Agreements

MM:rlp
P8/251202

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Jason Farin, Principal Management Analyst 6/7/2023



Kristine Bell-Valdez, Supervising Deputy County Counsel 6/1/2023

CONSULTING SERVICES AGREEMENT
 On-Call Environmental Planning and Regulatory
 Technical Services
 FY 2022-23 to FY 2025-26

The Multi-Year Consulting Services Agreement ("Agreement") dated as of June 13, 2023 is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, hereinafter called "DISTRICT", and WSP USA ENVIRONMENT AND INFRASTRUCTURE, INC., a Nevada corporation, hereinafter called "CONSULTANT". DISTRICT and CONSULTANT are sometimes individually referred to herein as a "party" and collectively as the "parties". The parties hereby agree as follows:

1. SERVICE CATEGORY

Upon DISTRICT's request, CONSULTANT shall provide on-call services to DISTRICT for Service Categories Professional Environmental Planning and Regulatory Technical Services, as further described in "Service Categories & Tasks", attached hereto and incorporated herein as Attachment "A", in accordance with applicable federal, state and local laws and regulations.

2. SCOPE OF SERVICES

As requested by DISTRICT, CONSULTANT shall provide those services as described in the "Scope of Services", attached hereto and incorporated herein as Attachment "A", on an "on-call" basis. During the term of this Agreement, DISTRICT may request CONSULTANT to submit one or more proposals within any of the Service Categories for which the CONSULTANT is selected pursuant to Attachment "A". In the event DISTRICT finds CONSULTANT's proposal acceptable, DISTRICT may issue one or more Task Orders, the form of which shall generally conform with the "Task Order Approval Form" (attached hereto and incorporated herein as Attachment "B"). CONSULTANT understands and expressly

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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).

3. PERSONNEL

A. Project Manager

For each Task Order, DISTRICT shall designate a staff representative who shall act as DISTRICT's Project Manager ("Project Manager") for the Task Order. In the event DISTRICT changes its Project Manager, it shall notify CONSULTANT in writing.

B. CONSULTANT's Representative

CONSULTANT shall appoint a Designated Representative for each assigned Task Order who shall be responsible for coordinating all aspects of the assigned Task Order. CONSULTANT's Designated Representative shall be available to DISTRICT's Project Manager at reasonable times. In the event CONSULTANT changes its Designated Representative, it shall notify DISTRICT in writing.

C. Substitution of Key Personnel

At the time of Task Order approval, CONSULTANT shall identify to DISTRICT's Project Manager the Key Personnel who are responsible for executing the Task Order. Should one or more of the identified Key Personnel become unavailable, CONSULTANT may substitute other personnel of equal or greater competence upon DISTRICT's written approval. In the event that DISTRICT and CONSULTANT cannot come to an agreement regarding substitution of the Key Personnel, DISTRICT may terminate the Task Order, pursuant to the applicable provisions of this Agreement.

4. TERM

The term of this Agreement shall commence on the date it is executed by DISTRICT's Board of Supervisors and shall remain in effect through the required date for completion of an assigned Task Order, provided that such Task Order was approved prior to June 30, 2026 and is to be completed by June 30, 2027.

5. COMPENSATION

CONSULTANT shall receive compensation for all services satisfactorily performed and expenses incurred under this Agreement in accordance with the terms of the approved Task Order(s). The cumulative total of all task orders shall not exceed \$700,000 over the entire term of this Agreement.

6. PAYMENT

Payment shall be made in accordance with the Compensation/Fee Rate Schedule attached to an approved Task Order. Unless otherwise agreed, progress payments shall be processed on a monthly basis. Upon satisfactory performance of CONSULTANT's services pursuant to an approved Task Order, DISTRICT shall pay CONSULTANT within forty-five (45) calendar days after DISTRICT's approval of CONSULTANT's invoice(s). DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

CONSULTANT shall keep employee and expense records according to customary accounting methods and such records shall, upon request, be available for inspection by DISTRICT to verify CONSULTANT's invoices. CONSULTANT's invoices shall itemize charges to conform with the Compensation/Fee Rate Schedule negotiated for the specific Task Order. DISTRICT shall notify CONSULTANT of any disputed charges within thirty (30) calendar days of receipt of CONSULTANT's invoice.

DISTRICT reserves the right to withhold payment for work that is not

invoiced in a timely manner.

7. INVOICES

All work shall be invoiced in a timely manner. All invoices shall be mailed directly to DISTRICT's Accounts Payable Section. Each invoice shall include the following information:

- A. Purchase Order Number associated with the approved Task Order – (as provided by DISTRICT).
- B. Billing Period – (indicating the date(s) when the services were rendered).

Monthly invoices shall be mailed to DISTRICT no later than the 15th day of the month following the end of the Billing Period. Periodic single invoices shall be mailed within forty-five (45) business days of Task Order completion. Incomplete invoices will be returned to CONSULTANT for correction.

8. PROJECT PERFORMANCE

A. Commencement of Services

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

B. Time of Completion

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

9. LICENSES

At all times while performing services under this Agreement, CONSULTANT, its employees, agents, contractors, and subcontractors shall possess all necessary and appropriate federal and/or state permits and maintain professional licenses required by the applicable federal, state and local regulations.

10. STANDARD OF CARE

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

11. ERRORS AND OMISSIONS

In the event CONSULTANT's data, technical studies, reports, plans, specifications, estimates, work products or any other documents furnished under this Agreement contain any errors or omissions that cause DISTRICT to incur additional expense beyond what would have otherwise resulted if there were no errors or omissions in CONSULTANT's data, technical studies, reports, plans, specifications, estimates, work products or any other documents, any such additional expense shall be borne solely by CONSULTANT. When the agreed upon scope of services to be performed by CONSULTANT are not in conformance with the terms of this Agreement, DISTRICT shall have the right to require CONSULTANT to perform the agreed upon scope of services in conformance with the terms of this Agreement at no additional cost to DISTRICT. When the agreed upon scope of services are not in conformance with the terms of this Agreement and are of such a nature that they cannot be corrected, DISTRICT shall have the right to (1) require CONSULTANT immediately to take all necessary steps to ensure future performance in conformity with the terms of this Agreement and (2) reduce the Agreement price to reflect the reduced value of the

services performed. In the event CONSULTANT receives payment under this Agreement which is later disallowed by DISTRICT for nonconformance with the terms of the Agreement, CONSULTANT shall promptly refund the disallowed amount to DISTRICT on request; or at its option, DISTRICT may offset the amount disallowed from any payment due to CONSULTANT.

12. PERMITS AND RIGHTS OF ENTRY

DISTRICT shall obtain all necessary rights of entry that may be required in order for CONSULTANT to perform the services stipulated by an approved Task Order within and upon privately-owned property. CONSULTANT shall obtain all necessary permits or rights of entry that may be required in order for CONSULTANT to perform the services stipulated by an approved Task Order from any and all affected public entities. Sufficient evidence of having obtained such permits and/or rights of entry shall be furnished to DISTRICT by CONSULTANT, prior to initiation of work. CONSULTANT shall prosecute the work in such a manner as to minimize public inconvenience and possible hazard and shall restore the streets and other work areas to their original condition and former usefulness as soon as practicable. CONSULTANT shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.

13. 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: Finance Division

WSP USA ENVIRONMENT AND
INFRASTRUCTURE INC.
1845 Chicago Avenue, Suite D
Riverside, CA 92507
Attn: Scott Crawford

14. REQUIRED INSURANCE

CONSULTANT shall not commence operations until DISTRICT has been furnished with original certificate(s) of insurance and certified original 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. As respects to the insurance section, DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

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 Employers' 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.
- B. Commercial General Liability: Commercial General Liability insurance coverage, including, but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT's performance of its obligations hereunder. Policy shall name DISTRICT as additional insured. Policy's limit of liability shall not be less than

\$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

- C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name DISTRICT as additional insureds.
- 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 its' sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 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 for as long as the law allows.
- E. General Insurance Provisions – All Lines:

- i. 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 DISTRICT's Risk Manager. If DISTRICT's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.
- ii. 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 DISTRICT's Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to DISTRICT and at the election of DISTRICT'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, and defense costs and expenses.
- iii. CONSULTANT shall cause their insurance carrier(s) to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein and 2) if requested to do so orally or in writing by DISTRICT's 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 a minimum of thirty (30) calendar

days written notice shall be given to DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONSULTANT's insurance carrier(s) policies do not meet the minimum notice requirement found herein, CONSULTANT shall cause CONSULTANT's insurance carrier(s) to furnish a thirty (30) day Notice of Cancellation Endorsement.

- iv. 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 date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- v. It is understood and agreed by the Parties hereto that CONSULTANT's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- vi. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance

and the monetary limits of liability required under this Agreement if, in DISTRICT's Risk Manager's reasonable judgment, the amount or type of insurance carried by CONSULTANT has become inadequate.

- vii. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- viii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- ix. CONSULTANT agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

15. WORK PRODUCT

CONSULTANT shall provide DISTRICT with all data, calculations, technical studies, plans, specifications, computer files, field notes, estimates, drawings, logs, maps, exhibits, reports, and any other documents as set forth in the approved Task Order(s). All data, calculations, technical studies, plans, specifications, computer files, field notes, drawings, logs, maps, exhibits, reports, and any other documents produced by CONSULTANT in the performance of the services as set forth in the approved Task Order(s) shall become and remain the sole property of DISTRICT. CONSULTANT shall not publish or transfer any material produced or resulting from activities supported by this Agreement without the written consent of the General Manager-Chief Engineer of DISTRICT. If any such material is subject to copyright or trademark, the parties agree that the right to any and all copyright and/or trademark in and to the material is expressly reserved to DISTRICT. If any such material is copyrighted, the parties hereto understand and agree that DISTRICT reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such

material, in whole or in part, and to authorize others to do so, provided written credit is given the author.

16. QUALITY CONTROL

CONSULTANT shall implement and maintain effective quality control procedures throughout all phases of assigned task and/or services. CONSULTANT shall have a quality control plan in effect during the entire time task and/or services are being performed under this Agreement. The plan shall establish a process whereby all calculations and documents prepared under this Agreement are independently checked, corrected and backchecked, and all pertinent job-related correspondence and memoranda are bound in appropriate job files. Evidence that the quality control plan is functional may be requested by DISTRICT. All documents and any other items submitted to DISTRICT for review shall be initialed by CONSULTANT's project manager, or his designee, as being fully checked and that the preparation of the material followed the quality control plan established for the work.

17. TERMINATION

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

A. Agreement

- 1) Terminate this Agreement without cause upon providing CONSULTANT thirty (30) business days written notice stating the extent and effective date of termination; or
- 2) Upon five (5) business days written notice, terminate this Agreement for CONSULTANT default, if CONSULTANT refuses or fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In the event of such termination, DISTRICT

may proceed with the work in any such manner it deems appropriate.

In the event DISTRICT issues a Notice of Termination, CONSULTANT shall: i) stop all work under this Agreement on the date specified in the Notice of Termination and ii) transfer to DISTRICT and deliver in the manner and to the extent, if any, as directed by DISTRICT any work product, equipment, files, records, data, or reports prepared by CONSULTANT, whether partially or fully completed.

In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for all services performed in accordance with this Agreement to the date of termination, a total amount which bears the same ratio to the total maximum fee otherwise payable under this Agreement as the services actually bear to the total services necessary for performance of this Agreement. Notwithstanding any of the other provisions of this Agreement, CONSULTANT's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONSULTANT; or in the event of CONSULTANT's unwillingness or inability for any reason whatsoever to perform the duties hereunder; or if the Agreement is terminated pursuant to Section 29 (NON-DISCRIMINATION). In such event, CONSULTANT shall not be entitled to any further compensation under this Agreement. The rights and remedies of DISTRICT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Approved Task Order

Terminate an approved Task Order or portion thereof without cause upon providing CONSULTANT fourteen (14) calendar days written notice stating the extent and effective date of termination. In the event DISTRICT issues a Notice of Termination for an approved Task Order, CONSULTANT shall: i) stop all work under the Task Order on the date specified in the Notice of Termination; and ii) transfer to DISTRICT and deliver in the manner and to the extent, if any, as directed by DISTRICT any work product, data or reports prepared by CONSULTANT, whether partially or fully completed.

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

18. BASIC SERVICES OF CONSULTANT

The scope of services associated with the performance of any specific Task Order under this Agreement shall be expressly defined and agreed upon prior to the approval of the Task Order by DISTRICT's General Manager-Chief Engineer, or in his/her absence his/her duly authorized representative ("Authorized Signatory"). Any changes to the approved scope of services must be authorized by DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, and shall be made in accordance with Section 23 (CHANGES TO TASK ORDER SCOPE OF SERVICES).

All work prepared by CONSULTANT shall be subject to the approval of DISTRICT's Project Manager. CONSULTANT shall allow Project Manager to inspect and

review CONSULTANT's work in progress at any reasonable time. All reports, working papers and similar work products prepared for submission in the course of providing services under this Agreement shall be submitted to the Project Manager in draft form. In the event that Project Manager, in his or her sole discretion, determines the formally submitted work product to be incomplete or otherwise inadequate, CONSULTANT may be required to revise and resubmit the work at no additional cost to DISTRICT. Should CONSULTANT fail to make requested corrections in a timely manner, such corrections may be made by DISTRICT and the cost thereof charged to CONSULTANT. Neither DISTRICT's review nor approval shall give rise to any liability or responsibility on the part of DISTRICT, or waive any of DISTRICT's rights, or relieve CONSULTANT of its professional responsibilities or obligations under this Agreement.

19. PREVAILING WAGE

CONSULTANT shall comply with all applicable provisions of the California State Labor Code regarding prevailing wages, Department of Industrial Relations Division of Apprenticeship Standards Labor and Labor Codes. All workers shall be paid not less than the general prevailing rate of wages and benefits for work of a similar character in the locality in which the work is performed, as provided in Labor Code Sections 1770 et seq. Pursuant to the Labor Code, DISTRICT has obtained for the Board of Supervisors of DISTRICT from the Director of the Department of Industrial Relations, State of California, his determinations of general prevailing rates of per diem wages applicable to the work and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, apprentices and similar purposes for each craft, classification or type of workman needed, as set forth on the schedule which is on file at DISTRICT office and which will be made available to any

interested person upon request.

20. INDEPENDENT CONTRACTOR/NON-EXCLUSIVE AGREEMENT

CONSULTANT and the agents and employees of CONSULTANT shall act at all times in an independent capacity during the term of this Agreement and in the performance of the services to be rendered hereunder and shall not act as or shall not be and shall not in any manner be considered to be employees or agents of DISTRICT. This is not an exclusive Agreement between DISTRICT and CONSULTANT, and DISTRICT may obtain the same or similar services from another firm if DISTRICT determines that is appropriate. DISTRICT is not obligated to have CONSULTANT provide a specific minimum amount of services pursuant to this Agreement.

21. SUBCONTRACTING

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

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

In the event CONSULTANT subcontracts any portion of CONSULTANT's duties

under this Agreement, CONSULTANT shall require its sub-consultants to comply with the terms of this Agreement in the same manner as required of CONSULTANT. The fact that CONSULTANT employs sub-consultants not in his regular employ shall not relieve CONSULTANT of any responsibility regarding the adequacy of the sub-consultant's work performed or services provided pursuant to this Agreement.

22. CHANGES TO TASK ORDER SCOPE OF SERVICES

CONSULTANT shall not perform any additional work or services outside the scope of an approved Task Order without the prior written approval of DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory. If, at any time during the performance of an approved Task Order, CONSULTANT believes that it is necessary to include certain work or services which are not clearly covered under the scope of an approved Task Order, CONSULTANT shall immediately notify the Project Manager in writing of CONSULTANT's assertion that the work is out of scope. Said notification by CONSULTANT to the Project Manager shall not in any way be construed as proving that the work or services in question are outside the scope of the Task Order. The Project Manager must approve or reject CONSULTANT's assertion in writing. In the event the Project Manager determines that CONSULTANT is correct, the additional work or services shall be authorized by a new or revised Task Order that covers the new scope, cost, and schedule. In the event that such notification is not given or if the Project Manager is not afforded an opportunity to negotiate the appropriate fee for such additional services prior to CONSULTANT's commencement of such additional services, then CONSULTANT shall be deemed to have agreed to perform the work or services without any additional compensation and to have accepted sole responsibility for the performance of said work or services. Extra work done or services performed without a new or revised Task Order

from DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, shall be considered unauthorized and shall not be paid for by DISTRICT.

At any time during the performance of an approved Task Order, DISTRICT may request that CONSULTANT perform extra services. Any work which is determined by DISTRICT to be necessary for the proper completion of the approved Task Order, but which neither CONSULTANT nor DISTRICT reasonably anticipated would be necessary at the time the scope of services for the assigned Task Order was approved, must be authorized by DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, by a new or revised Task Order.

At any time during the performance of the Task Order, the Project Manager, upon providing five (5) business days written notice to CONSULTANT, may delete services and the associated fees from the Task Order. In the event DISTRICT requests deletion of services from the Task Order, DISTRICT shall make payment for all services satisfactorily performed in accordance with the negotiated Task Order up to the effective date of deletion; the amount of the payment shall be prorated to the total services necessary for completion of the Task Order. Any work product developed for the deleted services shall be provided to DISTRICT.

23. DISPUTES

- A. In the event CONSULTANT considers any work demanded of CONSULTANT to be outside the requirements of this Agreement, or if CONSULTANT considers any order, instruction, or decision of DISTRICT to be unfair, CONSULTANT shall promptly, upon receipt of such order, instruction, or decision, ask for a written confirmation of the same whereupon CONSULTANT shall proceed without delay to perform the work or to conform to the order, instruction,

or decision. However, if CONSULTANT finds such order, instruction, or decision unsatisfactory, CONSULTANT shall, within twenty-one (21) calendar days after receipt of same, file a written protest with DISTRICT stating clearly and in detail its objections and reasons therefor. Except for such protests or objections as are made of record in the manner specified and within the time stated herein, and except for such instances where the basis of a protest could not reasonably have been foreseen by CONSULTANT within the time limit specified for protest, CONSULTANT hereby waives all grounds for protests or objections to orders, instruction or decisions of DISTRICT and hereby agrees that, as to all matters not included in such protests, the orders, instructions and decisions of DISTRICT will be limited to matters properly falling within DISTRICT's authority.

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

24. ASSIGNMENT

Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of DISTRICT and approval by DISTRICT Board of Supervisors. The following events shall not be deemed an assignment and would not require prior written consent by DISTRICT:

- A. A partner in a partnership may transfer all or part of his/her or its interest in the partnership to: 1) another partner of the partnership; 2) by intestate succession or

testamentary disposition on the partner's death; 3) by a gift to a partner's spouse or children, to a trustee for the partner's spouse or children, or both or 4) to a corporation if, immediately after the transfer, the partner making the transfer continues to own at least 50 percent of that corporation's voting shares.

- B. Any merger, consolidation or other reorganization of CONSULTANT, or the sale of other transfer of a non-controlling percentage of the capital stock or interest of CONSULTANT, or the sale of not more than 50 percent of the value of CONSULTANT's assets.

For any of the above events not deemed as an assignment, such events shall require written notice to DISTRICT at least thirty (30) calendar days prior to the occurrence of such event.

25. CONFLICT OF INTEREST

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

26. JURISDICTION/LAW/SEVERABILITY

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

Any legal action, in law or equity, related to the performance or interpretation of this Agreement shall be filed only in the Superior Court for the State of California

located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. Prior to the filing of any legal action, the parties shall be obligated to attend a mediation session with a neutral mediator to try to resolve the dispute.

27. 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.

28. NON-DISCRIMINATION

In the performance of the terms of this Agreement, CONSULTANT shall not engage in nor permit others he/she 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.

29. 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 Section 5 (COMPENSATION) and Section 6 (PAYMENT).

30. INDEMNIFICATION

A. Basic Indemnity

To the fullest extent permitted by applicable law, CONSULTANT shall indemnify and hold harmless DISTRICT, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, breach of contract), recklessness or willful misconduct on the part of CONSULTANT or its Subconsultants or their respective employees, agents, representatives or independent contractors or liability whatsoever, based or asserted upon any services of CONSULTANT, its officers, employees, contractors, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including, but not limited to, property damage, bodily injury or death, or any other element of any kind or nature whatsoever arising from the performance of CONSULTANT, its officers, employees, contractors, subcontractors, agents or representatives ("Indemnitors") from this Agreement.

"Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgments, settlements, and expenses, including, without limitation, full and actual attorney's fees (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees, arbitrator and arbitration fees and mediator and mediation fees.

CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees, or subcontractors of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement, or any other benefit not explicitly set forth in this contract and arising out of work performed for DISTRICT pursuant to this Agreement. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph 31. B. below.

CONSULTANT shall defend, at its sole expense, all costs, and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle or compromise any such action or claim with the prior consent of DISTRICT, provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnitees as set forth herein. CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this Section and California Civil Code Section 2782, this Section shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve CONSULTANT from indemnifying the Indemnitees to the fullest extent allowed by law.

B. Indemnity for Design Professionals:

To the fullest extent permitted by applicable law, CONSULTANT agrees to and shall indemnify and hold harmless DISTRICT, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from all liability and any and all Losses that arise out of, pertain to, or relate to, to the extent caused by any alleged or actual negligence, recklessness or willful misconduct constituting professional negligence on the part of CONSULTANT or its Subconsultants, or their respective directors, officers, partners, employees, agents, representatives or independent contractors, or any person or organization for whom CONSULTANT is responsible, arising out of or from the performance of services under this Agreement. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not

required under the provisions of this section.

As respects each and every indemnification herein, CONSULTANT shall defend and pay, at its sole expense, all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards against the Indemnitees, any loss, suits, claims, demands, actions or proceedings to the extent and in proportion to the percentage such costs and fees arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of CONSULTANT arising out of or from the performance of professional design services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, or willful misconduct of CONSULTANT. The cost for defense shall apply whether or not CONSULTANT is a party to the lawsuit and shall apply whether or not CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.

Without affecting the rights of DISTRICT under any other provision of this Agreement, CONSULTANT shall not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a Loss due to that Indemnitee's negligence, recklessness, or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of CONSULTANT and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle or compromise

any such action or claim with the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnitees as set forth herein.

CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to Indemnitees the appropriate form of dismissal relieving Indemnitees from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT's obligations to indemnify and hold harmless Indemnitees from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONSULTANT from indemnifying DISTRICT to the fullest extent allowed by law.

- C. CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in sections 31, A and B from each and every Subconsultant of every Tier. CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

31. EDD REPORTING REQUIREMENTS – In order to comply with child support enforcement requirements of the State of California, DISTRICT may be required to

submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department ("EDD"). CONSULTANT agrees to furnish the required data and certifications to DISTRICT within ten (10) days of notification of award of Agreement when required by EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of CONSULTANT to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of CONSULTANT to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONSULTANT has any questions concerning this reporting requirement, please call 916.657.0529. CONSULTANT should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

32. FORCE MAJEURE – If either of the parties cannot comply with any provision of this Agreement due to causes beyond its reasonable control and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders or other similar acts, such party shall not be held liable for such failure to comply.
33. DELEGATION OF AUTHORITY – Upon execution of this Agreement and in DISTRICT's General Manager-Chief Engineer's absence, the DISTRICT's: Assistant Chief Engineers, Chief of Finance, and Chief of Development Services, are designated as Authorized Signatory(ies) and shall be authorized to sign and approve Task Orders issued under this Agreement. This authority is given only for Task Orders that directly impact or relate to the Division of the Chief holding the signatory authority. Any

changes to the approved scope of services of a Task Order issued under this Agreement must be authorized by DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, and shall be made in accordance with Section 23 (CHANGES TO TASK ORDER SCOPE OF SERVICES). The duration of this delegation shall not exceed the Term of Agreement.

34. RECORD RETENTION/AUDIT – CONSULTANT shall retain complete and accurate records relating to all reports, documents, and related records documents, including records related to the nature and extent of CONSULTANT's costs incurred while providing services authorized under this Agreement, for at least five (5) years following the termination of this Agreement. These records shall, upon request, be made available for inspection by DISTRICT.

DISTRICT, the County of Riverside, the State of California or any of their duly authorized representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CONSULTANT agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

35. 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 observe all federal, state and county laws, and county policies concerning confidentiality of records.

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 this Agreement with any of its subcontractors.

36. ENTIRE AGREEMENT – This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.
37. COUNTERPARTS: ELECTRONIC SIGNATURES – This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA" Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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


6/13/2023

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,
a body politic

By: 
JASON E. UHLEY
General Manager-Chief Engineer

By: 
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By: 
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By: 
Bruna Smith
Deputy

(SEAL)

Consulting Services Agreement
WSP USA Environmental and Infrastructure, Inc.
On-Call Environmental Planning and Regulatory Technical Services
05/22/2023
MM:rlp

JUN 13 2023 11.6

**WSP USA ENVIRONMENT AND
INFRASTRUCTURE INC.**
a Nevada corporation

By: 
WES SPEAKE
Senior Vice President

Consulting Services Agreement
WSP USA Environmental and Infrastructure, Inc.
On-Call Environmental Planning and Regulatory Technical Services
05/22/2023
MM:rlp

ATTACHMENT A

**TABLE E-1
ENVIRONMENTAL AND REGULATORY SERVICES**

TASK		CONDUCT	SUB-CONSULT	TRAIN	PEER REVIEW
<i>Check All Applicable Services</i>					
E.1	Cultural resources investigations, surveys, and monitoring, including short notice discovery response and assessments. AB-52 services: Assist and advise the District with Tribal consultations, legal authorities and other Tribal matters.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.2	Paleontological resources investigations, surveys, and monitoring, including short notice discovery response and assessment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.3	General biological resources assessment, MSHCP Consistency Assessment, HANS, JPR, and DBESP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.4	Focused surveys, monitoring, trapping, holding/handling, or relocating. (Please complete <i>Table E-2 Riverside County Listed Species</i>)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.5	Pre-construction nesting bird, burrowing owl, and other species surveys, and short notice biological resources discovery response and assessment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.6	Jurisdictional delineations, including permit preparation and negotiation with Resource Agencies, and HMMP report preparation. Regulatory specialist support services to assist with permit negotiations such as Sections 404/401, 1602, Endangered Species Act, MSHCP, WOTUS, assist and advise the District with regulatory compliance, legal authorities and other regulatory issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.7	Invasive vegetation removal, habitat restoration and enhancement, HMMP implementation, and plant pallet/seed mix and cuttings/plantings for District mitigation projects and/or facilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.8	Environmental planning, project management, contract Planner that serves as an extension of staff; this may require staff to be embedded at the District office or may be a remote assignment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Task E.1 Cultural Resources Investigations, Surveys, and Monitoring, including Short Notice Discovery Response and Assessment, and AB52 Assistance

Prepare a Cultural Resources Report that addresses all potential issues related to archaeological, traditional, and built environment resources in accordance with applicable federal, state, and local laws and regulations regarding cultural resources pursuant to CEQA/NEPA and/or regulatory permitting processes including, but not limited to, Section 106 of the National Historic Preservation Act.

Typical services include record search, map and literature search, Sacred Lands records check with the Native American Heritage Commission (NAHC), scoping with tribes, pedestrian surveys, identification of the Area of Potential Effect (APE), cultural resource recordation and evaluation, mitigation plans Historic American Buildings Survey (HABS), and the Historic American Engineering Record (HAER), when necessary.

Conduct cultural resources monitoring for District construction and/or maintenance activities.

Consultants should be available on short notice (24 to 72 hours) to assess and respond to any accidental cultural resource's discoveries during ongoing construction, operations, and maintenance work. This includes evaluating any discoveries in compliance with applicable laws and regulations.

AB-52 services: Assist and advise the District with Tribal consultations, legal authorities, managing Tribal and archeological monitors, and other Tribal matters related to both state and federal laws. This is a special category of services for those consultants that are well-versed in AB52 and other state and federal Tribal-related laws.

Task E.2 Paleontological Resources Investigations, Surveys, and Monitoring, including Short Notice Discovery Response and Assessment

Prepare a Paleontological Resources Assessment including paleontological resource records searches, literature searches, and pedestrian surveys in order to identify potential issues related to paleontological resources in accordance with applicable federal, state, and local laws and regulations, CEQA/NEPA environmental review and/or regulatory permitting processes.

Conduct paleontological resources monitoring for District construction and/or maintenance activities. For properties found to have high sensitivity for paleontological resources, provide paleontological resource mitigation plans, construction monitoring, recovery of resources, preparation and identification of specimens, and reporting that meets County of Riverside review standards.

Consultants should be available on short notice (24 to 72 hours) to assess and respond to any accidental paleontological resource discoveries during ongoing construction, operations and maintenance work. This includes evaluating any discoveries in compliance with applicable laws and regulations and advising the District on such.

Task E.3 General Biological Resources Assessment, MSHCP Consistency Assessment, HANS, JPR and DBESP

Prepare a Biological Resources Assessment that addresses any potential biological issues and concerns for the project area including, but not limited to:

- Literature review and reconnaissance surveys to prepare habitat assessments for sensitive or listed plant and wildlife species.
- Biological resources impact analysis in accordance with CEQA in terms of regional planning, and city, state and federal laws and guidelines to comply with all existing biological resource laws, regulations, and court precedent.
- Propose recommendations for avoidance and/or measures to minimize impacts.

- Implement applicable Habitat Conservation Plans consistency assessment, such as the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP), Coachella Valley MSHCP, and Tribal Habitat Conservation Plans. Prepare Joint Project Review (JPR) and Determination of Biological Equivalent or Superior Preservation (DBESP); advise the District on such matters as needed.

Task E. 4 Focused Surveys, Monitoring, Trapping, Holding/Handling or Relocating

Perform focused surveys for sensitive or listed plant and wildlife species to comply with CEQA, MSHCP, FESA, and CESA. Staff must be familiar with accepted protocols for listed and/or sensitive species. Please also fill out Table E-2 to show the qualifications your firm or your subs for specific species shown in the table. If your firm has permitted biologists, please specify by staff name and permits held. Indicate your firm's permitted level of interaction with the species listed on Table E-2 (e.g., permits to monitor, handle, or relocate species such as SBKR, LAPM, burrowing owls, the Santa Ana Sucker, Casey's June Beetle, etc.).

Task E. 5 Pre-construction Nesting Bird, Burrowing Owl, and Other Species Surveys, and Short Notice Biological Resources Discovery Response and Assessment

Perform pre-construction surveys for nesting birds, burrowing owls, and other species to comply with CEQA, MSHCPs, FESA, CESA, Migratory Bird Act, and regulatory permits. Consultants should be available by short notice (24 to 72 hours) to respond and assess species sited near the District's construction, operations, and/or maintenance work and recommend avoidance measures

Task E. 6 Jurisdictional Delineations, including Permit Application Preparation and Negotiation with Resource Agencies, and Habitat Mitigation and Monitoring Plan (HMMP) Report Preparation

Prepare a Jurisdictional Area Delineation Report and Impact Analysis, including significant nexus evaluation, that addresses potential issues related to "Waters of the U.S." and wetlands (Clean Water Act), "Waters of the State" and wetlands (Porter-Cologne Water Quality Control Act), and areas under the jurisdiction of the California Department of Fish and Game Code (Section 1600 et. seq.).

Prepare a HMMP in compliance with project permits.

Provide regulatory specialist support services to assist with permit negotiations such as Sections 404/401, 1602, Endangered Species Act, MSHCP, WOTUS, assist and advise the District with regulatory compliance, legal authorities and other regulatory issues.

Task E. 7 Invasive Vegetation Removal, Habitat Restoration and Enhancement, HMMP Implementation, Plant Pallet/Seed Mix, and Cuttings/Plantings for District Mitigation Projects and/or Facilities

Perform field work such as invasive plant removal, trash removal, plantings including cuttings, hydroseed and container plants, irrigation placement and maintenance, monitoring, and reporting to meet regulatory permit requirements and/or to implement an approved HMMP. Additionally, consultants should be able to provide plant pallet/seed mix for District projects and facilities. Please describe any regulatory permits (Sections 404/ 401, 1602 and aquatic pesticides) that your firm currently has that authorize invasive plant removal within jurisdictional areas.

Task E. 8 Environmental Planning, Project Management, Contract Planner

Perform general environmental planning services including but not limited to technical report and document reviews, project management and serving as a peer review of various environmental and regulatory tasks functions. This category requires utilizing a contract Planner that serves as an extension of District staff; this may require staff to be embedded at the District office or may be a remote assignment.

If you checked Item E.4 Focused Surveys, please populate this matrix with a list of projects showing your capability with the species shown. Note that additional blank lines are provided to add species for which your firm/subs are permitted in the various areas. Include this table within Section 1 of your Service Category Qualifications PDF (see RFQ Section VI.C for more info).

Peninsular bighorn sheep	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
San Bernardino Kangaroo rat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLANTS									
Coachella Valley MSHCP Covered Plants (Coachella Valley milkvetch, Little San Bernardino Mountains Linanthus, Orcocopia Sage, Mecca Aster)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Santa Ana River Woolly Star	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Western Riverside MSHCP Narrow Endemic Plant Species	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Western Riverside MSHCP Criteria Area Plant Species	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTHER									
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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<i>Blank lines provided to add species for which your firm/subs are permitted.</i>									

ATTACHMENT B

TASK ORDER APPROVAL

CONSULTANT: **@**

PROJECT NAME: **@**

The Scope of Services for this Task Order, 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" (incorporated herein by this reference) for a fee amount of @ unless otherwise modified by DISTRICT's Project Manager in a subsequent Task Order. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "B" and incorporated herein by this reference.

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

Dated _____
(To be filled in by General Manager-Chief Engineer)

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

By: _____
JASON E. UHLEY
General Manager-Chief Engineer

@(Company)(Bold And Cap)

By: _____
@(name)
@(title)

@@@:@@@
P8/@@@

CONSULTING SERVICES AGREEMENT
 On-Call Environmental Planning and Regulatory
 Technical Services
 FY 2022-23 to FY 2025-26

The Multi-Year Consulting Services Agreement ("Agreement") dated as of June 13, 2023 is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, hereinafter called "DISTRICT", and HELIX ENVIRONMENTAL PLANNING, INC., a California corporation, hereinafter called "CONSULTANT". DISTRICT and CONSULTANT are sometimes individually referred to herein as a "party" and collectively as the "parties". The parties hereby agree as follows:

1. SERVICE CATEGORY

Upon DISTRICT's request, CONSULTANT shall provide on-call services to DISTRICT for Service Categories Professional Environmental Planning and Regulatory Technical Services, as further described in "Service Categories & Tasks", attached hereto and incorporated herein as Attachment "A", in accordance with applicable federal, state and local laws and regulations.

2. SCOPE OF SERVICES

As requested by DISTRICT, CONSULTANT shall provide those services as described in the "Scope of Services", attached hereto and incorporated herein as Attachment "A", on an "on-call" basis. During the term of this Agreement, DISTRICT may request CONSULTANT to submit one or more proposals within any of the Service Categories for which the CONSULTANT is selected pursuant to Attachment "A". In the event DISTRICT finds CONSULTANT's proposal acceptable, DISTRICT may issue one or more Task Orders, the form of which shall generally conform with the "Task Order Approval Form" (attached hereto and incorporated herein as Attachment "B₁"). CONSULTANT understands and expressly

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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).

3. PERSONNEL

A. Project Manager

For each Task Order, DISTRICT shall designate a staff representative who shall act as DISTRICT's Project Manager ("Project Manager") for the Task Order. In the event DISTRICT changes its Project Manager, it shall notify CONSULTANT in writing.

B. CONSULTANT's Representative

CONSULTANT shall appoint a Designated Representative for each assigned Task Order who shall be responsible for coordinating all aspects of the assigned Task Order. CONSULTANT's Designated Representative shall be available to DISTRICT's Project Manager at reasonable times. In the event CONSULTANT changes its Designated Representative, it shall notify DISTRICT in writing.

C. Substitution of Key Personnel

At the time of Task Order approval, CONSULTANT shall identify to DISTRICT's Project Manager the Key Personnel who are responsible for executing the Task Order. Should one or more of the identified Key Personnel become unavailable, CONSULTANT may substitute other personnel of equal or greater competence upon DISTRICT's written approval. In the event that DISTRICT and CONSULTANT cannot come to an agreement regarding substitution of the Key Personnel, DISTRICT may terminate the Task Order, pursuant to the applicable provisions of this Agreement.

4. TERM

The term of this Agreement shall commence on the date it is executed by DISTRICT's Board of Supervisors and shall remain in effect through the required date for completion of an assigned Task Order, provided that such Task Order was approved prior to June 30, 2026 and is to be completed by June 30, 2027.

5. COMPENSATION

CONSULTANT shall receive compensation for all services satisfactorily performed and expenses incurred under this Agreement in accordance with the terms of the approved Task Order(s). The cumulative total of all task orders shall not exceed \$800,000 over the entire term of this Agreement.

6. PAYMENT

Payment shall be made in accordance with the Compensation/Fee Rate Schedule attached to an approved Task Order. Unless otherwise agreed, progress payments shall be processed on a monthly basis. Upon satisfactory performance of CONSULTANT's services pursuant to an approved Task Order, DISTRICT shall pay CONSULTANT within forty-five (45) calendar days after DISTRICT's approval of CONSULTANT's invoice(s). DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

CONSULTANT shall keep employee and expense records according to customary accounting methods and such records shall, upon request, be available for inspection by DISTRICT to verify CONSULTANT's invoices. CONSULTANT's invoices shall itemize charges to conform with the Compensation/Fee Rate Schedule negotiated for the specific Task Order. DISTRICT shall notify CONSULTANT of any disputed charges within thirty (30) calendar days of receipt of CONSULTANT's invoice.

DISTRICT reserves the right to withhold payment for work that is not

invoiced in a timely manner.

7. INVOICES

All work shall be invoiced in a timely manner. All invoices shall be mailed directly to DISTRICT's Accounts Payable Section. Each invoice shall include the following information:

- A. Purchase Order Number associated with the approved Task Order – (as provided by DISTRICT).
- B. Billing Period – (indicating the date(s) when the services were rendered).

Monthly invoices shall be mailed to DISTRICT no later than the 15th day of the month following the end of the Billing Period. Periodic single invoices shall be mailed within forty-five (45) business days of Task Order completion. Incomplete invoices will be returned to CONSULTANT for correction.

8. PROJECT PERFORMANCE

A. Commencement of Services

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

B. Time of Completion

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

9. LICENSES

At all times while performing services under this Agreement, CONSULTANT, its employees, agents, contractors, and subcontractors shall possess all necessary and appropriate federal and/or state permits and maintain professional licenses required by the applicable federal, state and local regulations.

10. STANDARD OF CARE

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

11. ERRORS AND OMISSIONS

In the event CONSULTANT's data, technical studies, reports, plans, specifications, estimates, work products or any other documents furnished under this Agreement contain any errors or omissions that cause DISTRICT to incur additional expense beyond what would have otherwise resulted if there were no errors or omissions in CONSULTANT's data, technical studies, reports, plans, specifications, estimates, work products or any other documents, any such additional expense shall be borne solely by CONSULTANT. When the agreed upon scope of services to be performed by CONSULTANT are not in conformance with the terms of this Agreement, DISTRICT shall have the right to require CONSULTANT to perform the agreed upon scope of services in conformance with the terms of this Agreement at no additional cost to DISTRICT. When the agreed upon scope of services are not in conformance with the terms of this Agreement and are of such a nature that they cannot be corrected, DISTRICT shall have the right to (1) require CONSULTANT immediately to take all necessary steps to ensure future performance in conformity with the terms of this Agreement and (2) reduce the Agreement price to reflect the reduced value of the

services performed. In the event CONSULTANT receives payment under this Agreement which is later disallowed by DISTRICT for nonconformance with the terms of the Agreement, CONSULTANT shall promptly refund the disallowed amount to DISTRICT on request; or at its option, DISTRICT may offset the amount disallowed from any payment due to CONSULTANT.

12. PERMITS AND RIGHTS OF ENTRY

DISTRICT shall obtain all necessary rights of entry that may be required in order for CONSULTANT to perform the services stipulated by an approved Task Order within and upon privately-owned property. CONSULTANT shall obtain all necessary permits or rights of entry that may be required in order for CONSULTANT to perform the services stipulated by an approved Task Order from any and all affected public entities. Sufficient evidence of having obtained such permits and/or rights of entry shall be furnished to DISTRICT by CONSULTANT, prior to initiation of work. CONSULTANT shall prosecute the work in such a manner as to minimize public inconvenience and possible hazard and shall restore the streets and other work areas to their original condition and former usefulness as soon as practicable. CONSULTANT shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.

13. 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: Finance Division

HELIX ENVIRONMENTAL
PLANNING, INC.
7578 El Cajon Blvd.
La Mesa, CA 91942
Attn: Karl Osmundson

14. REQUIRED INSURANCE

CONSULTANT shall not commence operations until DISTRICT has been furnished with original certificate(s) of insurance and certified original 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. As respects to the insurance section, DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

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 Employers' 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.
- B. Commercial General Liability: Commercial General Liability insurance coverage, including, but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT's performance of its obligations hereunder. Policy shall name DISTRICT as additional insured. Policy's limit of liability shall not be less than

\$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

- C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name DISTRICT as additional insureds.
- 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 its' sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 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 for as long as the law allows.
- E. General Insurance Provisions – All Lines:

- i. 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 DISTRICT's Risk Manager. If DISTRICT's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.
- ii. 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 DISTRICT's Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to DISTRICT and at the election of DISTRICT'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, and defense costs and expenses.
- iii. CONSULTANT shall cause their insurance carrier(s) to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein and 2) if requested to do so orally or in writing by DISTRICT's 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 a minimum of thirty (30) calendar

days written notice shall be given to DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONSULTANT's insurance carrier(s) policies do not meet the minimum notice requirement found herein, CONSULTANT shall cause CONSULTANT's insurance carrier(s) to furnish a thirty (30) Notice of Cancellation Endorsement.

- iv. 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 date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- v. It is understood and agreed by the Parties hereto that CONSULTANT's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- vi. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance

and the monetary limits of liability required under this Agreement if, in DISTRICT's Risk Manager's reasonable judgment, the amount or type of insurance carried by CONSULTANT has become inadequate.

- vii. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- viii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- ix. CONSULTANT agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

15. WORK PRODUCT

CONSULTANT shall provide DISTRICT with all data, calculations, technical studies, plans, specifications, computer files, field notes, estimates, drawings, logs, maps, exhibits, reports, and any other documents as set forth in the approved Task Order(s). All data, calculations, technical studies, plans, specifications, computer files, field notes, drawings, logs, maps, exhibits, reports, and any other documents produced by CONSULTANT in the performance of the services as set forth in the approved Task Order(s) shall become and remain the sole property of DISTRICT. CONSULTANT shall not publish or transfer any material produced or resulting from activities supported by this Agreement without the written consent of the General Manager-Chief Engineer of DISTRICT. If any such material is subject to copyright or trademark, the parties agree that the right to any and all copyright and/or trademark in and to the material is expressly reserved to DISTRICT. If any such material is copyrighted, the parties hereto understand and agree that DISTRICT reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use such

material, in whole or in part, and to authorize others to do so, provided written credit is given the author.

16. QUALITY CONTROL

CONSULTANT shall implement and maintain effective quality control procedures throughout all phases of assigned task and/or services. CONSULTANT shall have a quality control plan in effect during the entire time task and/or services are being performed under this Agreement. The plan shall establish a process whereby all calculations and documents prepared under this Agreement are independently checked, corrected and backchecked, and all pertinent job-related correspondence and memoranda are bound in appropriate job files. Evidence that the quality control plan is functional may be requested by DISTRICT. All documents and any other items submitted to DISTRICT for review shall be initialed by CONSULTANT's project manager, or his designee, as being fully checked and that the preparation of the material followed the quality control plan established for the work.

17. TERMINATION

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

A. Agreement

- 1) Terminate this Agreement without cause upon providing CONSULTANT thirty (30) business days written notice stating the extent and effective date of termination; or
- 2) Upon five (5) business days written notice, terminate this Agreement for CONSULTANT default, if CONSULTANT refuses or fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In the event of such termination, DISTRICT

may proceed with the work in any such manner it deems appropriate.

In the event DISTRICT issues a Notice of Termination, CONSULTANT shall: i) stop all work under this Agreement on the date specified in the Notice of Termination and ii) transfer to DISTRICT and deliver in the manner and to the extent, if any, as directed by DISTRICT any work product, equipment, files, records, data, or reports prepared by CONSULTANT, whether partially or fully completed.

In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for all services performed in accordance with this Agreement to the date of termination, a total amount which bears the same ratio to the total maximum fee otherwise payable under this Agreement as the services actually bear to the total services necessary for performance of this Agreement. Notwithstanding any of the other provisions of this Agreement, CONSULTANT's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONSULTANT; or in the event of CONSULTANT's unwillingness or inability for any reason whatsoever to perform the duties hereunder; or if the Agreement is terminated pursuant to Section 29 (NON-DISCRIMINATION). In such event, CONSULTANT shall not be entitled to any further compensation under this Agreement. The rights and remedies of DISTRICT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Approved Task Order

Terminate an approved Task Order or portion thereof without cause upon providing CONSULTANT fourteen (14) calendar days written notice stating the extent and effective date of termination. In the event DISTRICT issues a Notice of Termination for an approved Task Order, CONSULTANT shall: i) stop all work under the Task Order on the date specified in the Notice of Termination and ii) transfer to DISTRICT and deliver in the manner and to the extent, if any, as directed by DISTRICT any work product, data or reports prepared by CONSULTANT, whether partially or fully completed.

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

18. BASIC SERVICES OF CONSULTANT

The scope of services associated with the performance of any specific Task Order under this Agreement shall be expressly defined and agreed upon prior to the approval of the Task Order by DISTRICT's General Manager-Chief Engineer, or in his/her absence his/her duly authorized representative ("Authorized Signatory"). Any changes to the approved scope of services must be authorized by DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, and shall be made in accordance with Section 23 (CHANGES TO TASK ORDER SCOPE OF SERVICES).

All work prepared by CONSULTANT shall be subject to the approval of DISTRICT's Project Manager. CONSULTANT shall allow Project Manager to inspect and

review CONSULTANT's work in progress at any reasonable time. All reports, working papers and similar work products prepared for submission in the course of providing services under this Agreement shall be submitted to the Project Manager in draft form. In the event that Project Manager, in his or her sole discretion, determines the formally submitted work product to be incomplete or otherwise inadequate, CONSULTANT may be required to revise and resubmit the work at no additional cost to DISTRICT. Should CONSULTANT fail to make requested corrections in a timely manner, such corrections may be made by DISTRICT and the cost thereof charged to CONSULTANT. Neither DISTRICT's review nor approval shall give rise to any liability or responsibility on the part of DISTRICT, or waive any of DISTRICT's rights, or relieve CONSULTANT of its professional responsibilities or obligations under this Agreement.

19. PREVAILING WAGE

CONSULTANT shall comply with all applicable provisions of the California State Labor Code regarding prevailing wages, Department of Industrial Relations Division of Apprenticeship Standards Labor and Labor Codes. All workers shall be paid not less than the general prevailing rate of wages and benefits for work of a similar character in the locality in which the work is performed, as provided in Labor Code Sections 1770 et seq. Pursuant to the Labor Code, DISTRICT has obtained for the Board of Supervisors of DISTRICT from the Director of the Department of Industrial Relations, State of California, his determinations of general prevailing rates of per diem wages applicable to the work and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, apprentices and similar purposes for each craft, classification or type of workman needed, as set forth on the schedule which is on file at DISTRICT office and which will be made available to any

interested person upon request.

20. INDEPENDENT CONTRACTOR/NON-EXCLUSIVE AGREEMENT

CONSULTANT and the agents and employees of CONSULTANT shall act at all times in an independent capacity during the term of this Agreement and in the performance of the services to be rendered hereunder and shall not act as or shall not be and shall not in any manner be considered to be employees or agents of DISTRICT. This is not an exclusive Agreement between DISTRICT and CONSULTANT, and DISTRICT may obtain the same or similar services from another firm if DISTRICT determines that is appropriate. DISTRICT is not obligated to have CONSULTANT provide a specific minimum amount of services pursuant to this Agreement.

21. SUBCONTRACTING

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

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

In the event CONSULTANT subcontracts any portion of CONSULTANT's duties

under this Agreement, CONSULTANT shall require its sub-consultants to comply with the terms of this Agreement in the same manner as required of CONSULTANT. The fact that CONSULTANT employs sub-consultants not in his regular employ shall not relieve CONSULTANT of any responsibility regarding the adequacy of the sub-consultant's work performed or services provided pursuant to this Agreement.

22. CHANGES TO TASK ORDER SCOPE OF SERVICES

CONSULTANT shall not perform any additional work or services outside the scope of an approved Task Order without the prior written approval of DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory. If, at any time during the performance of an approved Task Order, CONSULTANT believes that it is necessary to include certain work or services which are not clearly covered under the scope of an approved Task Order, CONSULTANT shall immediately notify the Project Manager in writing of CONSULTANT's assertion that the work is out of scope. Said notification by CONSULTANT to the Project Manager shall not in any way be construed as proving that the work or services in question are outside the scope of the Task Order. The Project Manager must approve or reject CONSULTANT's assertion in writing. In the event the Project Manager determines that CONSULTANT is correct, the additional work or services shall be authorized by a new or revised Task Order that covers the new scope, cost, and schedule. In the event that such notification is not given or if the Project Manager is not afforded an opportunity to negotiate the appropriate fee for such additional services prior to CONSULTANT's commencement of such additional services, then CONSULTANT shall be deemed to have agreed to perform the work or services without any additional compensation and to have accepted sole responsibility for the performance of said work or services. Extra work done or services performed without a new or revised Task Order

from DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, shall be considered unauthorized and shall not be paid for by DISTRICT.

At any time during the performance of an approved Task Order, DISTRICT may request that CONSULTANT perform extra services. Any work which is determined by DISTRICT to be necessary for the proper completion of the approved Task Order, but which neither CONSULTANT nor DISTRICT reasonably anticipated would be necessary at the time the scope of services for the assigned Task Order was approved, must be authorized by DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, by a new or revised Task Order.

At any time during the performance of the Task Order, the Project Manager, upon providing five (5) business days written notice to CONSULTANT, may delete services and the associated fees from the Task Order. In the event DISTRICT requests deletion of services from the Task Order, DISTRICT shall make payment for all services satisfactorily performed in accordance with the negotiated Task Order up to the effective date of deletion; the amount of the payment shall be prorated to the total services necessary for completion of the Task Order. Any work product developed for the deleted services shall be provided to DISTRICT.

23. DISPUTES

- A. In the event CONSULTANT considers any work demanded of CONSULTANT to be outside the requirements of this Agreement, or if CONSULTANT considers any order, instruction, or decision of DISTRICT to be unfair, CONSULTANT shall promptly, upon receipt of such order, instruction, or decision, ask for a written confirmation of the same whereupon CONSULTANT shall proceed without delay to perform the work or to conform to the order, instruction,

or decision. However, if CONSULTANT finds such order, instruction, or decision unsatisfactory, CONSULTANT shall, within twenty-one (21) calendar days after receipt of same, file a written protest with DISTRICT stating clearly and in detail its objections and reasons therefor. Except for such protests or objections as are made of record in the manner specified and within the time stated herein, and except for such instances where the basis of a protest could not reasonably have been foreseen by CONSULTANT within the time limit specified for protest, CONSULTANT hereby waives all grounds for protests or objections to orders, instruction or decisions of DISTRICT and hereby agrees that, as to all matters not included in such protests, the orders, instructions and decisions of DISTRICT will be limited to matters properly falling within DISTRICT's authority.

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

24. ASSIGNMENT

Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of DISTRICT and approval by DISTRICT Board of Supervisors. The following events shall not be deemed an assignment and would not require prior written consent by DISTRICT:

- A. A partner in a partnership may transfer all or part of his/her or its interest in the partnership to: 1) another partner of the partnership; 2) by intestate succession or

testamentary disposition on the partner's death; 3) by a gift to a partner's spouse or children, to a trustee for the partner's spouse or children, or both or 4) to a corporation if, immediately after the transfer, the partner making the transfer continues to own at least 50 percent of that corporation's voting shares.

- B. Any merger, consolidation or other reorganization of CONSULTANT, or the sale of other transfer of a non-controlling percentage of the capital stock or interest of CONSULTANT, or the sale of not more than 50 percent of the value of CONSULTANT's assets.

For any of the above events not deemed as an assignment, such events shall require written notice to DISTRICT at least thirty (30) calendar days prior to the occurrence of such event.

25. CONFLICT OF INTEREST

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

26. JURISDICTION/LAW/SEVERABILITY

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

Any legal action, in law or equity, related to the performance or interpretation of this Agreement shall be filed only in the Superior Court for the State of California

located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. Prior to the filing of any legal action, the parties shall be obligated to attend a mediation session with a neutral mediator to try to resolve the dispute.

27. 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.

28. NON-DISCRIMINATION

In the performance of the terms of this Agreement, CONSULTANT shall not engage in nor permit others he/she 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.

29. 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 Section 5 (COMPENSATION) and Section 6 (PAYMENT).

30. INDEMNIFICATION

A. Basic Indemnity

To the fullest extent permitted by applicable law, CONSULTANT shall indemnify and hold harmless DISTRICT, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, breach of contract), recklessness or willful misconduct on the part of CONSULTANT or its Subconsultants or their respective employees, agents, representatives or independent contractors or liability whatsoever, based or asserted upon any services of CONSULTANT, its officers, employees, contractors, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including, but not limited to, property damage, bodily injury or death, or any other element of any kind or nature whatsoever arising from the performance of CONSULTANT, its officers, employees, contractors, subcontractors, agents or representatives ("Indemnitors") from this Agreement.

"Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgments, settlements, and expenses, including, without limitation, full and actual attorney's fees (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees, arbitrator and arbitration fees and mediator and mediation fees.

CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees, or subcontractors of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement, or any other benefit not explicitly set forth in this contract and arising out of work performed for DISTRICT pursuant to this Agreement. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph 31. B. below.

CONSULTANT shall defend, at its sole expense, all costs, and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle or compromise any such action or claim with the prior consent of DISTRICT, provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnitees as set forth herein. CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this Section and California Civil Code Section 2782, this Section shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve CONSULTANT from indemnifying the Indemnitees to the fullest extent allowed by law.

B. Indemnity for Design Professionals:

To the fullest extent permitted by applicable law, CONSULTANT agrees to and shall indemnify and hold harmless DISTRICT, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from all liability and any and all Losses that arise out of, pertain to, or relate to, to the extent caused by any alleged or actual negligence, recklessness or willful misconduct constituting professional negligence on the part of CONSULTANT or its Subconsultants, or their respective directors, officers, partners, employees, agents, representatives or independent contractors, or any person or organization for whom CONSULTANT is responsible, arising out of or from the performance of services under this Agreement. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not

required under the provisions of this section.

As respects each and every indemnification herein, CONSULTANT shall defend and pay, at its sole expense, all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards against the Indemnitees, any loss, suits, claims, demands, actions or proceedings to the extent and in proportion to the percentage such costs and fees arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of CONSULTANT arising out of or from the performance of professional design services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, or willful misconduct of CONSULTANT. The cost for defense shall apply whether or not CONSULTANT is a party to the lawsuit and shall apply whether or not CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.

Without affecting the rights of DISTRICT under any other provision of this Agreement, CONSULTANT shall not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a Loss due to that Indemnitee's negligence, recklessness, or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of CONSULTANT and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle or compromise

any such action or claim with the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnitees as set forth herein.

CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to Indemnitees the appropriate form of dismissal relieving Indemnitees from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT's obligations to indemnify and hold harmless Indemnitees from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONSULTANT from indemnifying DISTRICT to the fullest extent allowed by law.

- C. CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in sections 31, A and B from each and every Subconsultant of every Tier. CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

31. EDD REPORTING REQUIREMENTS – In order to comply with child support enforcement requirements of the State of California, DISTRICT may be required to

submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department ("EDD"). CONSULTANT agrees to furnish the required data and certifications to DISTRICT within ten (10) days of notification of award of Agreement when required by EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of CONSULTANT to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of CONSULTANT to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONSULTANT has any questions concerning this reporting requirement, please call 916.657.0529. CONSULTANT should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

32. FORCE MAJEURE – If either of the parties cannot comply with any provision of this Agreement due to causes beyond its reasonable control and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders or other similar acts, such party shall not be held liable for such failure to comply.
33. DELEGATION OF AUTHORITY – Upon execution of this Agreement and in DISTRICT's General Manager-Chief Engineer's absence, the DISTRICT's: Assistant Chief Engineers, Chief of Finance, and Chief of Development Services, are designated as Authorized Signatory(ies) and shall be authorized to sign and approve Task Orders issued under this Agreement. This authority is given only for Task Orders that directly impact or relate to the Division of the Chief holding the signatory authority. Any

changes to the approved scope of services of a Task Order issued under this Agreement must be authorized by DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, and shall be made in accordance with Section 23 (CHANGES TO TASK ORDER SCOPE OF SERVICES). The duration of this delegation shall not exceed the Term of Agreement.

34. RECORD RETENTION/AUDIT – CONSULTANT shall retain complete and accurate records relating to all reports, documents, and related records documents, including records related to the nature and extent of CONSULTANT's costs incurred while providing services authorized under this Agreement, for at least five (5) years following the termination of this Agreement. These records shall, upon request, be made available for inspection by DISTRICT.

DISTRICT, the County of Riverside, the State of California or any of their duly authorized representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CONSULTANT agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

35. 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 observe all federal, state and county laws, and county policies concerning confidentiality of records.

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 this Agreement with any of its subcontractors.

36. ENTIRE AGREEMENT – This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.
37. COUNTERPARTS: ELECTRONIC SIGNATURES – This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA" Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

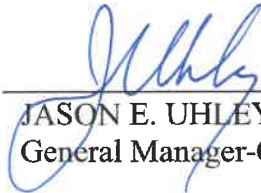
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on


6/13/2023

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**
a body politic

By: 
JASON E. UHLEY
General Manager-Chief Engineer

By: 
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By: 
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By: 
Deputy

(SEAL)

Consulting Services Agreement
HELIX Environmental Planning, Inc.
On-Call Environmental Planning and Regulatory Technical Services
05/22/2023
MM:rlp

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HELIX ENVIRONMENTAL PLANNING, INC.
a California corporation



SHELBY HOWARD
Vice President

Consulting Services Agreement
HELIX Environmental Planning, Inc.
On-Call Environmental Planning and Regulatory Technical Services
05/22/2023
MM:rlp

ATTACHMENT A

**TABLE E-1
ENVIRONMENTAL AND REGULATORY SERVICES**

TASK		CONDUCT	SUB-CONSULT	TRAIN	PEER REVIEW
<i>Check All Applicable Services</i>					
E.1	Cultural resources investigations, surveys, and monitoring, including short notice discovery response and assessments. AB-52 services: Assist and advise the District with Tribal consultations, legal authorities and other Tribal matters.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.2	Paleontological resources investigations, surveys, and monitoring, including short notice discovery response and assessment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.3	General biological resources assessment, MSHCP Consistency Assessment, HANS, JPR, and DBESP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.4	Focused surveys, monitoring, trapping, holding/handling, or relocating. (Please complete <i>Table E-2 Riverside County Listed Species</i>)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.5	Pre-construction nesting bird, burrowing owl, and other species surveys, and short notice biological resources discovery response and assessment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.6	Jurisdictional delineations, including permit preparation and negotiation with Resource Agencies, and HMMP report preparation. Regulatory specialist support services to assist with permit negotiations such as Sections 404/401, 1602, Endangered Species Act, MSHCP, WOTUS, assist and advise the District with regulatory compliance, legal authorities and other regulatory issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.7	Invasive vegetation removal, habitat restoration and enhancement, HMMP implementation, and plant pallet/seed mix and cuttings/plantings for District mitigation projects and/or facilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.8	Environmental planning, project management, contract Planner that serves as an extension of staff; this may require staff to be embedded at the District office or may be a remote assignment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Task E.1 Cultural Resources Investigations, Surveys, and Monitoring, including Short Notice Discovery Response and Assessment, and AB52 Assistance

Prepare a Cultural Resources Report that addresses all potential issues related to archaeological, traditional, and built environment resources in accordance with applicable federal, state, and local laws and regulations regarding cultural resources pursuant to CEQA/NEPA and/or regulatory permitting processes including, but not limited to, Section 106 of the National Historic Preservation Act.

Typical services include record search, map and literature search, Sacred Lands records check with the Native American Heritage Commission (NAHC), scoping with tribes, pedestrian surveys, identification of the Area of Potential Effect (APE), cultural resource recordation and evaluation, mitigation plans Historic American Buildings Survey (HABS), and the Historic American Engineering Record (HAER), when necessary.

Conduct cultural resources monitoring for District construction and/or maintenance activities.

Consultants should be available on short notice (24 to 72 hours) to assess and respond to any accidental cultural resource's discoveries during ongoing construction, operations, and maintenance work. This includes evaluating any discoveries in compliance with applicable laws and regulations.

AB-52 services: Assist and advise the District with Tribal consultations, legal authorities, managing Tribal and archeological monitors, and other Tribal matters related to both state and federal laws. This is a special category of services for those consultants that are well-versed in AB52 and other state and federal Tribal-related laws.

Task E. 2 Paleontological Resources Investigations, Surveys, and Monitoring, including Short Notice Discovery Response and Assessment

Prepare a Paleontological Resources Assessment including paleontological resource records searches, literature searches, and pedestrian surveys in order to identify potential issues related to paleontological resources in accordance with applicable federal, state, and local laws and regulations, CEQA/NEPA environmental review and/or regulatory permitting processes.

Conduct paleontological resources monitoring for District construction and/or maintenance activities. For properties found to have high sensitivity for paleontological resources, provide paleontological resource mitigation plans, construction monitoring, recovery of resources, preparation and identification of specimens, and reporting that meets County of Riverside review standards.

Consultants should be available on short notice (24 to 72 hours) to assess and respond to any accidental paleontological resource discoveries during ongoing construction, operations and maintenance work. This includes evaluating any discoveries in compliance with applicable laws and regulations and advising the District on such.

Task E.3 General Biological Resources Assessment, MSHCP Consistency Assessment, HANS, JPR and DBESP

Prepare a Biological Resources Assessment that addresses any potential biological issues and concerns for the project area including, but not limited to:

- Literature review and reconnaissance surveys to prepare habitat assessments for sensitive or listed plant and wildlife species.
- Biological resources impact analysis in accordance with CEQA in terms of regional planning, and city, state and federal laws and guidelines to comply with all existing biological resource laws, regulations, and court precedent.
- Propose recommendations for avoidance and/or measures to minimize impacts.

- Implement applicable Habitat Conservation Plans consistency assessment, such as the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP), Coachella Valley MSHCP, and Tribal Habitat Conservation Plans. Prepare Joint Project Review (JPR) and Determination of Biological Equivalent or Superior Preservation (DBESP); advise the District on such matters as needed.

Task E. 4 Focused Surveys, Monitoring, Trapping, Holding/Handling or Relocating

Perform focused surveys for sensitive or listed plant and wildlife species to comply with CEQA, MSHCP, FESA, and CESA. Staff must be familiar with accepted protocols for listed and/or sensitive species. Please also fill out Table E-2 to show the qualifications your firm or your subs for specific species shown in the table. If your firm has permitted biologists, please specify by staff name and permits held. Indicate your firm's permitted level of interaction with the species listed on Table E-2 (e.g., permits to monitor, handle, or relocate species such as SBKR, LAPM, burrowing owls, the Santa Ana Sucker, Casey's June Beetle, etc.).

Task E. 5 Pre-construction Nesting Bird, Burrowing Owl, and Other Species Surveys, and Short Notice Biological Resources Discovery Response and Assessment

Perform pre-construction surveys for nesting birds, burrowing owls, and other species to comply with CEQA, MSHCPs, FESA, CESA, Migratory Bird Act, and regulatory permits. Consultants should be available by short notice (24 to 72 hours) to respond and assess species sited near the District's construction, operations, and/or maintenance work and recommend avoidance measures

Task E. 6 Jurisdictional Delineations, including Permit Application Preparation and Negotiation with Resource Agencies, and Habitat Mitigation and Monitoring Plan (HMMP) Report Preparation

Prepare a Jurisdictional Area Delineation Report and Impact Analysis, including significant nexus evaluation, that addresses potential issues related to "Waters of the U.S." and wetlands (Clean Water Act), "Waters of the State" and wetlands (Porter-Cologne Water Quality Control Act), and areas under the jurisdiction of the California Department of Fish and Game Code (Section 1600 et. seq.).

Prepare a HMMP in compliance with project permits.

Provide regulatory specialist support services to assist with permit negotiations such as Sections 404/401, 1602, Endangered Species Act, MSHCP, WOTUS, assist and advise the District with regulatory compliance, legal authorities and other regulatory issues.

Task E. 7 Invasive Vegetation Removal, Habitat Restoration and Enhancement, HMMP Implementation, Plant Pallet/Seed Mix, and Cuttings/Plantings for District Mitigation Projects and/or Facilities

Perform field work such as invasive plant removal, trash removal, plantings including cuttings, hydroseed and container plants, irrigation placement and maintenance, monitoring, and reporting to meet regulatory permit requirements and/or to implement an approved HMMP. Additionally, consultants should be able to provide plant pallet/seed mix for District projects and facilities. Please describe any regulatory permits (Sections 404/ 401, 1602 and aquatic pesticides) that your firm currently has that authorize invasive plant removal within jurisdictional areas.

Task E. 8 Environmental Planning, Project Management, Contract Planner

Perform general environmental planning services including but not limited to technical report and document reviews, project management and serving as a peer review of various environmental and regulatory tasks functions. This category requires utilizing a contract Planner that serves as an extension of District staff; this may require staff to be embedded at the District office or may be a remote assignment.

If you checked Item E.4 Focused Surveys, please populate this matrix with a list of projects showing your capability with the species shown. Note that additional blank lines are provided to add species for which your firm/subs are permitted in the various areas. Include this table within Section 1 of your Service Category Qualifications PDF (see RFQ Section VI.C for more info).

Peninsular bighorn sheep	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
San Bernardino Kangaroo rat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLANTS									
Coachella Valley MSHCP Covered Plants (Coachella Valley milkvetch, Little San Bernardino Mountains Linanthus, Orcocopia Sage, Mecca Aster)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Santa Ana River Woolly Star	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Western Riverside MSHCP Narrow Endemic Plant Species	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Western Riverside MSHCP Criteria Area Plant Species	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTHER									
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Blank lines provided to add species for which your firm/subs are permitted.</i>									

ATTACHMENT B
TASK ORDER APPROVAL

CONSULTANT: **@**

PROJECT NAME: **@**

The Scope of Services for this Task Order, 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" (incorporated herein by this reference) for a fee amount of @ unless otherwise modified by DISTRICT's Project Manager in a subsequent Task Order. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "B" and incorporated herein by this reference.

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

Dated _____
(To be filled in by General Manager-Chief Engineer)

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

By: _____
JASON E. UHLEY
General Manager-Chief Engineer

@(Company)(Bold And Cap)

By: _____
@(name)
@(title)

@@@:@@@
P8/@@@

CONSULTING SERVICES AGREEMENT
On-Call Environmental Planning and Regulatory
FY 2022-23 to FY 2025-26

The Multi-Year Consulting Services Agreement ("Agreement") dated as of June 13, 2023 is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, hereinafter called "DISTRICT", and ELMT CONSULTING, INC., a California corporation, hereinafter called "CONSULTANT". DISTRICT and CONSULTANT are sometimes individually referred to herein as a "party" and collectively as the "parties". The parties hereby agree as follows:

1. SERVICE CATEGORY

Upon DISTRICT's request, CONSULTANT shall provide on-call services to DISTRICT for Service Categories Professional Environmental Planning and Regulatory Technical Services, as further described in "Service Categories & Tasks", attached hereto and incorporated herein as Attachment "A", in accordance with applicable federal, state and local laws and regulations.

2. SCOPE OF SERVICES

As requested by DISTRICT, CONSULTANT shall provide those services as described in the "Scope of Services", attached hereto and incorporated herein as Attachment "A", on an "on-call" basis. During the term of this Agreement, DISTRICT may request CONSULTANT to submit one or more proposals within any of the Service Categories for which the CONSULTANT is selected pursuant to Attachment "A". In the event DISTRICT finds CONSULTANT's proposal acceptable, DISTRICT may issue one or more Task Orders, the form of which shall generally conform with the "Task Order Approval Form" (attached hereto and incorporated herein as Attachment "B"). CONSULTANT understands and expressly agrees that the execution of this Agreement by CONSULTANT and/or the

JUN 13 2023 11.4

submission of any proposal to furnish services does not guarantee the assignment or approval of any subsequent Task Order(s).

3. PERSONNEL

A. Project Manager

For each Task Order, DISTRICT shall designate a staff representative who shall act as DISTRICT's Project Manager ("Project Manager") for the Task Order. In the event DISTRICT changes its Project Manager, it shall notify CONSULTANT in writing.

B. CONSULTANT's Representative

CONSULTANT shall appoint a Designated Representative for each assigned Task Order who shall be responsible for coordinating all aspects of the assigned Task Order. CONSULTANT's Designated Representative shall be available to DISTRICT's Project Manager at reasonable times. In the event CONSULTANT changes its Designated Representative, it shall notify DISTRICT in writing.

C. Substitution of Key Personnel

At the time of Task Order approval, CONSULTANT shall identify to DISTRICT's Project Manager the Key Personnel who are responsible for executing the Task Order. Should one or more of the identified Key Personnel become unavailable, CONSULTANT may substitute other personnel of equal or greater competence upon DISTRICT's written approval. In the event that DISTRICT and CONSULTANT cannot come to an agreement regarding substitution of the Key Personnel, DISTRICT may terminate the Task Order, pursuant to the applicable provisions of this Agreement.

4. TERM

The term of this Agreement shall commence on the date it is executed by DISTRICT's Board of Supervisors and shall remain in effect through the required date for completion of an assigned Task Order, provided that such Task Order was approved prior to June 30, 2026 and is to be completed by June 30, 2027.

5. COMPENSATION

CONSULTANT shall receive compensation for all services satisfactorily performed and expenses incurred under this Agreement in accordance with the terms of the approved Task Order(s). The cumulative total of all task orders shall not exceed \$700,000 over the entire term of this Agreement.

6. PAYMENT

Payment shall be made in accordance with the Compensation/Fee Rate Schedule attached to an approved Task Order. Unless otherwise agreed, progress payments shall be processed on a monthly basis. Upon satisfactory performance of CONSULTANT's services pursuant to an approved Task Order, DISTRICT shall pay CONSULTANT within forty-five (45) calendar days after DISTRICT's approval of CONSULTANT's invoice(s). DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

CONSULTANT shall keep employee and expense records according to customary accounting methods and such records shall, upon request, be available for inspection by DISTRICT to verify CONSULTANT's invoices. CONSULTANT's invoices shall itemize charges to conform with the Compensation/Fee Rate Schedule negotiated for the specific Task Order. DISTRICT shall notify CONSULTANT of any disputed charges within thirty (30) calendar days of receipt of CONSULTANT's invoice. **DISTRICT reserves the right to withhold payment for work that is not invoiced in a timely manner.**

7. INVOICES

All work shall be invoiced in a timely manner. All invoices shall be mailed directly to DISTRICT's Accounts Payable Section. Each invoice shall include the following information:

A. Purchase Order Number associated with the approved Task Order – (as provided by DISTRICT).

B. Billing Period – (indicating the date(s) when the services were rendered).

Monthly invoices shall be mailed to DISTRICT no later than the 15th day of the month following the end of the Billing Period. Periodic single invoices shall be mailed within forty-five (45) business days of Task Order completion. Incomplete invoices will be returned to CONSULTANT for correction.

8. PROJECT PERFORMANCE

A. Commencement of Services

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

B. Time of Completion

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

9. LICENSES

At all times while performing services under this Agreement, CONSULTANT, its employees, agents, contractors, and subcontractors shall possess all necessary and appropriate federal and/or state permits and maintain professional licenses required by the applicable federal, state and local regulations.

10. STANDARD OF CARE

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

11. ERRORS AND OMISSIONS

In the event CONSULTANT's data, technical studies, reports, plans, specifications, estimates, work products or any other documents furnished under this Agreement contain any errors or omissions that cause DISTRICT to incur additional expense beyond what would have otherwise resulted if there were no errors or omissions in CONSULTANT's data, technical studies, reports, plans, specifications, estimates, work products or any other documents, any such additional expense shall be borne solely by CONSULTANT. When the agreed upon scope of services to be performed by CONSULTANT are not in conformance with the terms of this Agreement, DISTRICT shall have the right to require CONSULTANT to perform the agreed upon scope of services in conformance with the terms of this Agreement at no additional cost to DISTRICT. When the agreed upon scope of services are not in conformance with the terms of this Agreement and are of such a nature that they cannot be corrected, DISTRICT shall have the right to (1) require CONSULTANT immediately to take all necessary steps to ensure future performance in conformity with the terms of this Agreement and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event CONSULTANT receives payment under this

Agreement which is later disallowed by DISTRICT for nonconformance with the terms of the Agreement, CONSULTANT shall promptly refund the disallowed amount to DISTRICT on request; or at its option, DISTRICT may offset the amount disallowed from any payment due to CONSULTANT.

12. PERMITS AND RIGHTS OF ENTRY

DISTRICT shall obtain all necessary rights of entry that may be required in order for CONSULTANT to perform the services stipulated by an approved Task Order within and upon privately-owned property. CONSULTANT shall obtain all necessary permits or rights of entry that may be required in order for CONSULTANT to perform the services stipulated by an approved Task Order from any and all affected public entities. Sufficient evidence of having obtained such permits and/or rights of entry shall be furnished to DISTRICT by CONSULTANT, prior to initiation of work. CONSULTANT shall prosecute the work in such a manner as to minimize public inconvenience and possible hazard and shall restore the streets and other work areas to their original condition and former usefulness as soon as practicable. CONSULTANT shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.

13. 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: Finance Division

ELMT CONSULTING, INC.
2201 N. Grand Avenue
Suite 10098
Santa Ana, CA 92711
Attn: Travis McGill

14. REQUIRED INSURANCE

CONSULTANT shall not commence operations until DISTRICT has been furnished with original certificate(s) of insurance and certified original 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. As respects to the insurance section, DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

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 Employers' 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.
- B. Commercial General Liability: Commercial General Liability insurance coverage, including, but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT's performance of its obligations hereunder. Policy shall name DISTRICT as additional insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a

general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

- C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name DISTRICT as additional insureds.
- 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 its' sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 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 for as long as the law allows.
- E. General Insurance Provisions – All Lines:
- i. 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 DISTRICT's Risk Manager. If DISTRICT's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.

- ii. 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 DISTRICT's Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to DISTRICT and at the election of DISTRICT'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, and defense costs and expenses.
- iii. CONSULTANT shall cause their insurance carrier(s) to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein and 2) if requested to do so orally or in writing by DISTRICT's 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 a minimum of thirty (30) calendar days written notice shall be given to DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such

insurance. If CONSULTANT's insurance carrier(s) policies do not meet the minimum notice requirement found herein, CONSULTANT shall cause CONSULTANT's insurance carrier(s) to furnish a thirty (30) day Notice of Cancellation Endorsement.

- iv. 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 date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- v. It is understood and agreed by the Parties hereto that CONSULTANT's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- vi. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement if, in

DISTRICT's Risk Manager's reasonable judgment, the amount or type of insurance carried by CONSULTANT has become inadequate.

- vii. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- viii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- ix. CONSULTANT agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

15. WORK PRODUCT

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

is given the author.

16. QUALITY CONTROL

CONSULTANT shall implement and maintain effective quality control procedures throughout all phases of assigned task and/or services. CONSULTANT shall have a quality control plan in effect during the entire time task and/or services are being performed under this Agreement. The plan shall establish a process whereby all calculations and documents prepared under this Agreement are independently checked, corrected and backchecked, and all pertinent job-related correspondence and memoranda are bound in appropriate job files. Evidence that the quality control plan is functional may be requested by DISTRICT. All documents and any other items submitted to DISTRICT for review shall be initialed by CONSULTANT's project manager, or his designee, as being fully checked and that the preparation of the material followed the quality control plan established for the work.

17. TERMINATION

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

A. Agreement

- 1) Terminate this Agreement without cause upon providing CONSULTANT thirty (30) business days written notice stating the extent and effective date of termination; or
- 2) Upon five (5) business days written notice, terminate this Agreement for CONSULTANT default, if CONSULTANT refuses or fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In the event of such termination, DISTRICT may proceed with the work in any such manner it deems appropriate.

In the event DISTRICT issues a Notice of Termination, CONSULTANT shall: i) stop all work under this Agreement on the date specified in the Notice of Termination and ii) transfer to DISTRICT and deliver in the manner and to the extent, if any, as directed by DISTRICT any work product, equipment, files, records, data, or reports prepared by CONSULTANT, whether partially or fully completed.

In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for all services performed in accordance with this Agreement to the date of termination, a total amount which bears the same ratio to the total maximum fee otherwise payable under this Agreement as the services actually bear to the total services necessary for performance of this Agreement. Notwithstanding any of the other provisions of this Agreement, CONSULTANT's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONSULTANT; or in the event of CONSULTANT's unwillingness or inability for any reason whatsoever to perform the duties hereunder; or if the Agreement is terminated pursuant to Section 29 (NON-DISCRIMINATION). In such event, CONSULTANT shall not be entitled to any further compensation under this Agreement. The rights and remedies of DISTRICT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Approved Task Order

Terminate an approved Task Order or portion thereof without cause upon

providing CONSULTANT fourteen (14) calendar days written notice stating the extent and effective date of termination. In the event DISTRICT issues a Notice of Termination for an approved Task Order, CONSULTANT shall: i) stop all work under the Task Order on the date specified in the Notice of Termination and ii) transfer to DISTRICT and deliver in the manner and to the extent, if any, as directed by DISTRICT any work product, data or reports prepared by CONSULTANT, whether partially or fully completed.

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

18. BASIC SERVICES OF CONSULTANT

The scope of services associated with the performance of any specific Task Order under this Agreement shall be expressly defined and agreed upon prior to the approval of the Task Order by DISTRICT's General Manager-Chief Engineer, or in his/her absence his/her duly authorized representative ("Authorized Signatory"). Any changes to the approved scope of services must be authorized by DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, and shall be made in accordance with Section 23 (CHANGES TO TASK ORDER SCOPE OF SERVICES).

All work prepared by CONSULTANT shall be subject to the approval of DISTRICT's Project Manager. CONSULTANT shall allow Project Manager to inspect and review CONSULTANT's work in progress at any reasonable time. All reports,

working papers and similar work products prepared for submission in the course of providing services under this Agreement shall be submitted to the Project Manager in draft form. In the event that Project Manager, in his or her sole discretion, determines the formally submitted work product to be incomplete or otherwise inadequate, CONSULTANT may be required to revise and resubmit the work at no additional cost to DISTRICT. Should CONSULTANT fail to make requested corrections in a timely manner, such corrections may be made by DISTRICT and the cost thereof charged to CONSULTANT. Neither DISTRICT's review nor approval shall give rise to any liability or responsibility on the part of DISTRICT, or waive any of DISTRICT's rights, or relieve CONSULTANT of its professional responsibilities or obligations under this Agreement.

19. PREVAILING WAGE

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

20. INDEPENDENT CONTRACTOR/NON-EXCLUSIVE AGREEMENT

CONSULTANT and the agents and employees of CONSULTANT shall act at all times in an independent capacity during the term of this Agreement and in the performance of the services to be rendered hereunder and shall not act as or shall not be and shall not in any manner be considered to be employees or agents of DISTRICT. This is not an exclusive Agreement between DISTRICT and CONSULTANT, and DISTRICT may obtain the same or similar services from another firm if DISTRICT determines that is appropriate. DISTRICT is not obligated to have CONSULTANT provide a specific minimum amount of services pursuant to this Agreement.

21. SUBCONTRACTING

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

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

In the event CONSULTANT subcontracts any portion of CONSULTANT's duties under this Agreement, CONSULTANT shall require its sub-consultants to comply

with the terms of this Agreement in the same manner as required of CONSULTANT. The fact that CONSULTANT employs sub-consultants not in his regular employ shall not relieve CONSULTANT of any responsibility regarding the adequacy of the sub-consultant's work performed or services provided pursuant to this Agreement.

22. CHANGES TO TASK ORDER SCOPE OF SERVICES

CONSULTANT shall not perform any additional work or services outside the scope of an approved Task Order without the prior written approval of DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory. If, at any time during the performance of an approved Task Order, CONSULTANT believes that it is necessary to include certain work or services which are not clearly covered under the scope of an approved Task Order, CONSULTANT shall immediately notify the Project Manager in writing of CONSULTANT's assertion that the work is out of scope. Said notification by CONSULTANT to the Project Manager shall not in any way be construed as proving that the work or services in question are outside the scope of the Task Order. The Project Manager must approve or reject CONSULTANT's assertion in writing. In the event the Project Manager determines that CONSULTANT is correct, the additional work or services shall be authorized by a new or revised Task Order that covers the new scope, cost, and schedule. In the event that such notification is not given or if the Project Manager is not afforded an opportunity to negotiate the appropriate fee for such additional services prior to CONSULTANT's commencement of such additional services, then CONSULTANT shall be deemed to have agreed to perform the work or services without any additional compensation and to have accepted sole responsibility for the performance of said work or services. Extra work done or services performed without a new or revised Task Order from DISTRICT's General Manager-Chief Engineer, or in his/her absence by

Authorized Signatory, shall be considered unauthorized and shall not be paid for by DISTRICT.

At any time during the performance of an approved Task Order, DISTRICT may request that CONSULTANT perform extra services. Any work which is determined by DISTRICT to be necessary for the proper completion of the approved Task Order, but which neither CONSULTANT nor DISTRICT reasonably anticipated would be necessary at the time the scope of services for the assigned Task Order was approved, must be authorized by DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, by a new or revised Task Order.

At any time during the performance of the Task Order, the Project Manager, upon providing five (5) business days written notice to CONSULTANT, may delete services and the associated fees from the Task Order. In the event DISTRICT requests deletion of services from the Task Order, DISTRICT shall make payment for all services satisfactorily performed in accordance with the negotiated Task Order up to the effective date of deletion; the amount of the payment shall be prorated to the total services necessary for completion of the Task Order. Any work product developed for the deleted services shall be provided to DISTRICT.

23. DISPUTES

A. In the event CONSULTANT considers any work demanded of CONSULTANT to be outside the requirements of this Agreement, or if CONSULTANT considers any order, instruction, or decision of DISTRICT to be unfair, CONSULTANT shall promptly, upon receipt of such order, instruction, or decision, ask for a written confirmation of the same whereupon CONSULTANT shall proceed without delay to perform the work or to conform to the order, instruction, or decision. However, if CONSULTANT finds such order, instruction, or

decision unsatisfactory, CONSULTANT shall, within twenty-one (21) calendar days after receipt of same, file a written protest with DISTRICT stating clearly and in detail its objections and reasons therefor. Except for such protests or objections as are made of record in the manner specified and within the time stated herein, and except for such instances where the basis of a protest could not reasonably have been foreseen by CONSULTANT within the time limit specified for protest, CONSULTANT hereby waives all grounds for protests or objections to orders, instruction or decisions of DISTRICT and hereby agrees that, as to all matters not included in such protests, the orders, instructions and decisions of DISTRICT will be limited to matters properly falling within DISTRICT's authority.

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

24. ASSIGNMENT

Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of DISTRICT and approval by DISTRICT Board of Supervisors. The following events shall not be deemed an assignment and would not require prior written consent by DISTRICT:

- A. A partner in a partnership may transfer all or part of his/her or its interest in the partnership to: 1) another partner of the partnership; 2) by intestate succession or testamentary disposition on the partner's death; 3) by a gift to a partner's spouse

or children, to a trustee for the partner's spouse or children, or both or 4) to a corporation if, immediately after the transfer, the partner making the transfer continues to own at least 50 percent of that corporation's voting shares.

- B. Any merger, consolidation or other reorganization of CONSULTANT, or the sale of other transfer of a non-controlling percentage of the capital stock or interest of CONSULTANT, or the sale of not more than 50 percent of the value of CONSULTANT's assets.

For any of the above events not deemed as an assignment, such events shall require written notice to DISTRICT at least thirty (30) calendar days prior to the occurrence of such event.

25. CONFLICT OF INTEREST

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

26. JURISDICTION/LAW/SEVERABILITY

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

Any legal action, in law or equity, related to the performance or interpretation of this Agreement shall be filed only in the Superior Court for the State of California located in Riverside, California, and the parties waive any provision of law providing

for a change of venue to another location. Prior to the filing of any legal action, the parties shall be obligated to attend a mediation session with a neutral mediator to try to resolve the dispute.

27. 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.

28. NON-DISCRIMINATION

In the performance of the terms of this Agreement, CONSULTANT shall not engage in nor permit others he/she 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.

29. 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 Section 5 (COMPENSATION) and Section 6 (PAYMENT).

30. INDEMNIFICATION

A. Basic Indemnity

To the fullest extent permitted by applicable law, CONSULTANT shall indemnify and hold harmless DISTRICT, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, breach of contract), recklessness or willful misconduct on the part of CONSULTANT or its Subconsultants or their respective employees, agents, representatives or independent contractors or liability whatsoever, based or asserted upon any services of CONSULTANT, its officers, employees, contractors, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including, but not limited to, property damage, bodily injury or death, or any other element of any kind or nature whatsoever arising from the performance of CONSULTANT, its officers, employees, contractors, subcontractors, agents or representatives ("Indemnitors") from this Agreement.

"Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgments, settlements, and expenses, including, without limitation, full and actual attorney's fees (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees, arbitrator and arbitration fees and mediator and mediation fees.

CONSULTANT further agrees to and shall indemnify and hold harmless the

Indemnites from all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees, or subcontractors of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement, or any other benefit not explicitly set forth in this contract and arising out of work performed for DISTRICT pursuant to this Agreement. The Indemnites shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph 31. B. below.

CONSULTANT shall defend, at its sole expense, all costs, and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, the Indemnites in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle or compromise any such action or claim with the prior consent of DISTRICT, provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnites as set forth herein. CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or

circumscribe CONSULTANT's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this Section and California Civil Code Section 2782, this Section shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve CONSULTANT from indemnifying the Indemnitees to the fullest extent allowed by law.

B. Indemnity for Design Professionals:

To the fullest extent permitted by applicable law, CONSULTANT agrees to and shall indemnify and hold harmless DISTRICT, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from all liability and any and all Losses that arise out of, pertain to, or relate to, to the extent caused by any alleged or actual negligence, recklessness or willful misconduct constituting professional negligence on the part of CONSULTANT or its Subconsultants, or their respective directors, officers, partners, employees, agents, representatives or independent contractors, or any person or organization for whom CONSULTANT is responsible, arising out of or from the performance of services under this Agreement. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section.

As respects each and every indemnification herein, CONSULTANT shall defend and pay, at its sole expense, all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards against the Indemnitees, any loss, suits, claims, demands, actions or proceedings to the extent and in proportion to the percentage such costs and fees arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of CONSULTANT arising out of or from the performance of professional design services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, or willful misconduct of CONSULTANT. The cost for defense shall apply whether or not CONSULTANT is a party to the lawsuit, and shall apply whether or not CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.

Without affecting the rights of DISTRICT under any other provision of this Agreement, CONSULTANT shall not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a Loss due to that Indemnitee's negligence, recklessness, or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of CONSULTANT and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle or compromise any such action or claim with the prior consent of DISTRICT; provided, however,

that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnitees as set forth herein.

CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to Indemnitees the appropriate form of dismissal relieving Indemnitees from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT's obligations to indemnify and hold harmless Indemnitees from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONSULTANT from indemnifying DISTRICT to the fullest extent allowed by law.

- C. CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in sections 31, A and B from each and every Subconsultant of every Tier. CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

31. EDD REPORTING REQUIREMENTS – In order to comply with child support enforcement requirements of the State of California, DISTRICT may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment

Development Department ("EDD"). CONSULTANT agrees to furnish the required data and certifications to DISTRICT within ten (10) days of notification of award of Agreement when required by EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of CONSULTANT to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of CONSULTANT to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONSULTANT has any questions concerning this reporting requirement, please call 916.657.0529. CONSULTANT should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

32. FORCE MAJEURE – If either of the parties cannot comply with any provision of this Agreement due to causes beyond its reasonable control and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders or other similar acts, such party shall not be held liable for such failure to comply.
33. DELEGATION OF AUTHORITY – Upon execution of this Agreement and in DISTRICT's General Manager-Chief Engineer's absence, the DISTRICT's: Assistant Chief Engineers, Chief of Finance, and Chief of Development Services, are designated as Authorized Signatory(ies) and shall be authorized to sign and approve Task Orders issued under this Agreement. This authority is given only for Task Orders that directly impact or relate to the Division of the Chief holding the signatory authority. Any changes to the approved scope of services of a Task Order issued under this Agreement

must be authorized by DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, and shall be made in accordance with Section 23 (CHANGES TO TASK ORDER SCOPE OF SERVICES). The duration of this delegation shall not exceed the Term of Agreement.

34. RECORD RETENTION/AUDIT – CONSULTANT shall retain complete and accurate records relating to all reports, documents, and related records documents, including records related to the nature and extent of CONSULTANT's costs incurred while providing services authorized under this Agreement, for at least five (5) years following the termination of this Agreement. These records shall, upon request, be made available for inspection by DISTRICT.

DISTRICT, the County of Riverside, the State of California or any of their duly authorized representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CONSULTANT agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

35. 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 observe all federal, state and county laws, and county policies concerning confidentiality of records.

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 this Agreement with any of its subcontractors.

36. ENTIRE AGREEMENT – This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.
37. COUNTERPARTS: ELECTRONIC SIGNATURES – This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA" Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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

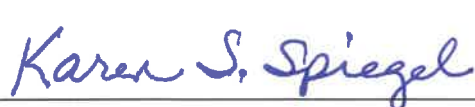
6/13/2023

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,
a body politic

By: 
JASON E. UHLEY
General Manager-Chief Engineer


By: 
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By: 
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By: 
Deputy

(SEAL)

Consulting Services Agreement
ELMT Consulting, Inc.
On-Call Environmental Planning and Regulatory Technical Services
05/22/2023
MM:rlp

JUN 13 2023 11.0

ELMT CONSULTING, INC.
a California corporation

By: Travis J. McGill Digitally signed by Travis J. McGill
Date: 2023.05.25 10:17:51 -07'00'
TRAVIS MCGILL
Chief Executive Officer

Consulting Services Agreement
ELMT Consulting, Inc.
On-Call Environmental Planning and Regulatory Technical Services
05/22/2023
MM:rlp

ATTACHMENT A

**TABLE E-1
ENVIRONMENTAL AND REGULATORY SERVICES**

TASK		CONDUCT	SUB-CONSULT	TRAIN	PEER REVIEW
<i>Check All Applicable Services</i>					
E.1	Cultural resources investigations, surveys, and monitoring, including short notice discovery response and assessments. AB-52 services: Assist and advise the District with Tribal consultations, legal authorities and other Tribal matters.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.2	Paleontological resources investigations, surveys, and monitoring, including short notice discovery response and assessment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.3	General biological resources assessment, MSHCP Consistency Assessment, HANS, JPR, and DBESP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.4	Focused surveys, monitoring, trapping, holding/handling, or relocating. (Please complete <i>Table E-2 Riverside County Listed Species</i>)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.5	Pre-construction nesting bird, burrowing owl, and other species surveys, and short notice biological resources discovery response and assessment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.6	Jurisdictional delineations, including permit preparation and negotiation with Resource Agencies, and HMMP report preparation. Regulatory specialist support services to assist with permit negotiations such as Sections 404/401, 1602, Endangered Species Act, MSHCP, WOTUS, assist and advise the District with regulatory compliance, legal authorities and other regulatory issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.7	Invasive vegetation removal, habitat restoration and enhancement, HMMP implementation, and plant pallet/seed mix and cuttings/plantings for District mitigation projects and/or facilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.8	Environmental planning, project management, contract Planner that serves as an extension of staff; this may require staff to be embedded at the District office or may be a remote assignment.				

Task E.1 Cultural Resources Investigations, Surveys, and Monitoring, including Short Notice Discovery Response and Assessment, and AB52 Assistance

Prepare a Cultural Resources Report that addresses all potential issues related to archaeological, traditional, and built environment resources in accordance with applicable federal, state, and local laws and regulations regarding cultural resources pursuant to CEQA/NEPA and/or regulatory permitting processes including, but not limited to, Section 106 of the National Historic Preservation Act.

Typical services include record search, map and literature search, Sacred Lands records check with the Native American Heritage Commission (NAHC), scoping with tribes, pedestrian surveys, identification of the Area of Potential Effect (APE), cultural resource recordation and evaluation, mitigation plans Historic American Buildings Survey (HABS), and the Historic American Engineering Record (HAER), when necessary.

Conduct cultural resources monitoring for District construction and/or maintenance activities.

Consultants should be available on short notice (24 to 72 hours) to assess and respond to any accidental cultural resource's discoveries during ongoing construction, operations, and maintenance work. This includes evaluating any discoveries in compliance with applicable laws and regulations.

AB-52 services: Assist and advise the District with Tribal consultations, legal authorities, managing Tribal and archeological monitors, and other Tribal matters related to both state and federal laws. This is a special category of services for those consultants that are well-versed in AB52 and other state and federal Tribal-related laws.

Task E.2 Paleontological Resources Investigations, Surveys, and Monitoring, including Short Notice Discovery Response and Assessment

Prepare a Paleontological Resources Assessment including paleontological resource records searches, literature searches, and pedestrian surveys in order to identify potential issues related to paleontological resources in accordance with applicable federal, state, and local laws and regulations, CEQA/NEPA environmental review and/or regulatory permitting processes.

Conduct paleontological resources monitoring for District construction and/or maintenance activities. For properties found to have high sensitivity for paleontological resources, provide paleontological resource mitigation plans, construction monitoring, recovery of resources, preparation and identification of specimens, and reporting that meets County of Riverside review standards.

Consultants should be available on short notice (24 to 72 hours) to assess and respond to any accidental paleontological resource discoveries during ongoing construction, operations and maintenance work. This includes evaluating any discoveries in compliance with applicable laws and regulations and advising the District on such.

Task E.3 General Biological Resources Assessment, MSHCP Consistency Assessment, HANS, JPR and DBESP

Prepare a Biological Resources Assessment that addresses any potential biological issues and concerns for the project area including, but not limited to:

- Literature review and reconnaissance surveys to prepare habitat assessments for sensitive or listed plant and wildlife species.
- Biological resources impact analysis in accordance with CEQA in terms of regional planning, and city, state and federal laws and guidelines to comply with all existing biological resource laws, regulations, and court precedent.
- Propose recommendations for avoidance and/or measures to minimize impacts.

- Implement applicable Habitat Conservation Plans consistency assessment, such as the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP), Coachella Valley MSHCP, and Tribal Habitat Conservation Plans. Prepare Joint Project Review (JPR) and Determination of Biological Equivalent or Superior Preservation (DBESP); advise the District on such matters as needed.

Task E. 4 Focused Surveys, Monitoring, Trapping, Holding/Handling or Relocating

Perform focused surveys for sensitive or listed plant and wildlife species to comply with CEQA, MSHCP, FESA, and CESA. Staff must be familiar with accepted protocols for listed and/or sensitive species. Please also fill out Table E-2 to show the qualifications your firm or your subs for specific species shown in the table. If your firm has permitted biologists, please specify by staff name and permits held. Indicate your firm's permitted level of interaction with the species listed on Table E-2 (e.g., permits to monitor, handle, or relocate species such as SBKR, LAPM, burrowing owls, the Santa Ana Sucker, Casey's June Beetle, etc.).

Task E. 5 Pre-construction Nesting Bird, Burrowing Owl, and Other Species Surveys, and Short Notice Biological Resources Discovery Response and Assessment

Perform pre-construction surveys for nesting birds, burrowing owls, and other species to comply with CEQA, MSHCPs, FESA, CESA, Migratory Bird Act, and regulatory permits. Consultants should be available by short notice (24 to 72 hours) to respond and assess species sited near the District's construction, operations, and/or maintenance work and recommend avoidance measures

Task E. 6 Jurisdictional Delineations, including Permit Application Preparation and Negotiation with Resource Agencies, and Habitat Mitigation and Monitoring Plan (HMMP) Report Preparation

Prepare a Jurisdictional Area Delineation Report and Impact Analysis, including significant nexus evaluation, that addresses potential issues related to "Waters of the U.S." and wetlands (Clean Water Act), "Waters of the State" and wetlands (Porter-Cologne Water Quality Control Act), and areas under the jurisdiction of the California Department of Fish and Game Code (Section 1600 et. seq.).

Prepare a HMMP in compliance with project permits.

Provide regulatory specialist support services to assist with permit negotiations such as Sections 404/401, 1602, Endangered Species Act, MSHCP, WOTUS, assist and advise the District with regulatory compliance, legal authorities and other regulatory issues.

Task E. 7 Invasive Vegetation Removal, Habitat Restoration and Enhancement, HMMP Implementation, Plant Pallet/Seed Mix, and Cuttings/Plantings for District Mitigation Projects and/or Facilities

Perform field work such as invasive plant removal, trash removal, plantings including cuttings, hydroseed and container plants, irrigation placement and maintenance, monitoring, and reporting to meet regulatory permit requirements and/or to implement an approved HMMP. Additionally, consultants should be able to provide plant pallet/seed mix for District projects and facilities. Please describe any regulatory permits (Sections 404/ 401, 1602 and aquatic pesticides) that your firm currently has that authorize invasive plant removal within jurisdictional areas.

Task E. 8 Environmental Planning, Project Management, Contract Planner

Perform general environmental planning services including but not limited to technical report and document reviews, project management and serving as a peer review of various environmental and regulatory tasks functions. This category requires utilizing a contract Planner that serves as an extension of District staff; this may require staff to be embedded at the District office or may be a remote assignment.

If you checked Item E.4 Focused Surveys, please populate this matrix with a list of projects showing your capability with the species shown. Note that additional blank lines are provided to add species for which your firm/subs are permitted in the various areas. Include this table within Section 1 of your Service Category Qualifications PDF (see RFQ Section VI.C for more info).

Peninsular bighorn sheep	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
San Bernardino Kangaroo rat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLANTS									
Coachella Valley MSHCP Covered Plants (Coachella Valley milkvetch, Little San Bernardino Mountains Linanthus, Orocopia Sage, Mecca Aster)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Santa Ana River Woolly Star	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Western Riverside MSHCP Narrow Endemic Plant Species	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Western Riverside MSHCP Criteria Area Plant Species	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTHER									
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Blank lines provided to add species for which your firm/subs are permitted.</i>									

ATTACHMENT B
TASK ORDER APPROVAL

CONSULTANT: **@**

PROJECT NAME: **@**

The Scope of Services for this Task Order, 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" (incorporated herein by this reference) for a fee amount of @ unless otherwise modified by DISTRICT's Project Manager in a subsequent Task Order. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "B" and incorporated herein by this reference.

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

Dated _____
(To be filled in by General Manager-Chief Engineer)

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

By: _____
 JASON E. UHLEY
 General Manager-Chief Engineer

@(Company)(Bold And Cap)

By: _____
 @(name)
 @(title)

@@@:@@
P8/@@@

CONSULTING SERVICES AGREEMENT
 On-Call Environmental Planning and Regulatory
 Technical Services
 FY 2022-23 to FY 2025-26

The Multi-Year Consulting Services Agreement ("Agreement") dated as of June 13, 2023 is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, hereinafter called "DISTRICT", and RINCON CONSULTANTS, INC., a California corporation, hereinafter called "CONSULTANT". DISTRICT and CONSULTANT are sometimes individually referred to herein as a "party" and collectively as the "parties". The parties hereby agree as follows:

1. SERVICE CATEGORY

Upon DISTRICT's request, CONSULTANT shall provide on-call services to DISTRICT for Service Categories Professional Environmental Planning and Regulatory Technical Services, as further described in "Service Categories & Tasks", attached hereto and incorporated herein as Attachment "A", in accordance with applicable federal, state and local laws and regulations.

2. SCOPE OF SERVICES

As requested by DISTRICT, CONSULTANT shall provide those services as described in the "Scope of Services", attached hereto and incorporated herein as Attachment "A", on an "on-call" basis. During the term of this Agreement, DISTRICT may request CONSULTANT to submit one or more proposals within any of the Service Categories for which the CONSULTANT is selected pursuant to Attachment "A". In the event DISTRICT finds CONSULTANT's proposal acceptable, DISTRICT may issue one or more Task Orders, the form of which shall generally conform with the "Task Order Approval Form" (attached hereto and incorporated herein as Attachment "B"). CONSULTANT understands and expressly

JUN 13 2023 11.6

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).

3. PERSONNEL

A. Project Manager

For each Task Order, DISTRICT shall designate a staff representative who shall act as DISTRICT's Project Manager ("Project Manager") for the Task Order. In the event DISTRICT changes its Project Manager, it shall notify CONSULTANT in writing.

B. CONSULTANT's Representative

CONSULTANT shall appoint a Designated Representative for each assigned Task Order who shall be responsible for coordinating all aspects of the assigned Task Order. CONSULTANT's Designated Representative shall be available to DISTRICT's Project Manager at reasonable times. In the event CONSULTANT changes its Designated Representative, it shall notify DISTRICT in writing.

C. Substitution of Key Personnel

At the time of Task Order approval, CONSULTANT shall identify to DISTRICT's Project Manager the Key Personnel who are responsible for executing the Task Order. Should one or more of the identified Key Personnel become unavailable, CONSULTANT may substitute other personnel of equal or greater competence upon DISTRICT's written approval. In the event that DISTRICT and CONSULTANT cannot come to an agreement regarding substitution of the Key Personnel, DISTRICT may terminate the Task Order, pursuant to the applicable provisions of this Agreement.

4. TERM

The term of this Agreement shall commence on the date it is executed by DISTRICT's Board of Supervisors and shall remain in effect through the required date for completion of an assigned Task Order, provided that such Task Order was approved prior to June 30, 2026 and is to be completed by June 30, 2027.

5. COMPENSATION

CONSULTANT shall receive compensation for all services satisfactorily performed and expenses incurred under this Agreement in accordance with the terms of the approved Task Order(s). The cumulative total of all task orders shall not exceed \$600,000 over the entire term of this Agreement.

6. PAYMENT

Payment shall be made in accordance with the Compensation/Fee Rate Schedule attached to an approved Task Order. Unless otherwise agreed, progress payments shall be processed on a monthly basis. Upon satisfactory performance of CONSULTANT's services pursuant to an approved Task Order, DISTRICT shall pay CONSULTANT within forty-five (45) calendar days after DISTRICT's approval of CONSULTANT's invoice(s). DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

CONSULTANT shall keep employee and expense records according to customary accounting methods and such records shall, upon request, be available for inspection by DISTRICT to verify CONSULTANT's invoices. CONSULTANT's invoices shall itemize charges to conform with the Compensation/Fee Rate Schedule negotiated for the specific Task Order. DISTRICT shall notify CONSULTANT of any disputed charges within thirty (30) calendar days of receipt of CONSULTANT's invoice. **DISTRICT reserves the right to withhold payment for work that is not**

invoiced in a timely manner.

7. INVOICES

All work shall be invoiced in a timely manner. All invoices shall be mailed directly to DISTRICT's Accounts Payable Section. Each invoice shall include the following information:

- A. Purchase Order Number associated with the approved Task Order – (as provided by DISTRICT).
- B. Billing Period – (indicating the date(s) when the services were rendered).

Monthly invoices shall be mailed to DISTRICT no later than the 15th day of the month following the end of the Billing Period. Periodic single invoices shall be mailed within forty-five (45) business days of Task Order completion. Incomplete invoices will be returned to CONSULTANT for correction.

8. PROJECT PERFORMANCE

A. Commencement of Services

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

B. Time of Completion

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

9. LICENSES

At all times while performing services under this Agreement, CONSULTANT, its employees, agents, contractors, and subcontractors shall possess all necessary and appropriate federal and/or state permits and maintain professional licenses required by the applicable federal, state and local regulations.

10. STANDARD OF CARE

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

11. ERRORS AND OMISSIONS

In the event CONSULTANT's data, technical studies, reports, plans, specifications, estimates, work products or any other documents furnished under this Agreement contain any errors or omissions that cause DISTRICT to incur additional expense beyond what would have otherwise resulted if there were no errors or omissions in CONSULTANT's data, technical studies, reports, plans, specifications, estimates, work products or any other documents, any such additional expense shall be borne solely by CONSULTANT. When the agreed upon scope of services to be performed by CONSULTANT are not in conformance with the terms of this Agreement, DISTRICT shall have the right to require CONSULTANT to perform the agreed upon scope of services in conformance with the terms of this Agreement at no additional cost to DISTRICT. When the agreed upon scope of services are not in conformance with the terms of this Agreement and are of such a nature that they cannot be corrected, DISTRICT shall have the right to (1) require CONSULTANT immediately to take all necessary steps to ensure future performance in conformity with the terms of this Agreement and (2) reduce the Agreement price to reflect the reduced value of the

services performed. In the event CONSULTANT receives payment under this Agreement which is later disallowed by DISTRICT for nonconformance with the terms of the Agreement, CONSULTANT shall promptly refund the disallowed amount to DISTRICT on request; or at its option, DISTRICT may offset the amount disallowed from any payment due to CONSULTANT.

12. PERMITS AND RIGHTS OF ENTRY

DISTRICT shall obtain all necessary rights of entry that may be required in order for CONSULTANT to perform the services stipulated by an approved Task Order within and upon privately-owned property. CONSULTANT shall obtain all necessary permits or rights of entry that may be required in order for CONSULTANT to perform the services stipulated by an approved Task Order from any and all affected public entities. Sufficient evidence of having obtained such permits and/or rights of entry shall be furnished to DISTRICT by CONSULTANT, prior to initiation of work. CONSULTANT shall prosecute the work in such a manner as to minimize public inconvenience and possible hazard and shall restore the streets and other work areas to their original condition and former usefulness as soon as practicable. CONSULTANT shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.

13. 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: Finance Division

RINCON CONSULTANTS, INC.
180 N. Ashwood Avenue
Ventura, CA 93003
Attn: Jared Reed

14. REQUIRED INSURANCE

CONSULTANT shall not commence operations until DISTRICT has been furnished with original certificate(s) of insurance and certified original 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. As respects to the insurance section, DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

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 Employers' 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.
- B. Commercial General Liability: Commercial General Liability insurance coverage, including, but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT's performance of its obligations hereunder. Policy shall name DISTRICT as additional insured. Policy's limit of liability shall not be less than

\$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

- C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name DISTRICT as additional insureds.
- 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 its' sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 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 for as long as the law allows.
- E. General Insurance Provisions – All Lines:

- i. 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 DISTRICT's Risk Manager. If DISTRICT's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.
- ii. 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 DISTRICT's Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to DISTRICT and at the election of DISTRICT'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, and defense costs and expenses.
- iii. CONSULTANT shall cause their insurance carrier(s) to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein and 2) if requested to do so orally or in writing by DISTRICT's 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 a minimum of thirty (30) calendar

days written notice shall be given to DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONSULTANT's insurance carrier(s) policies do not meet the minimum notice requirement found herein, CONSULTANT shall cause CONSULTANT's insurance carrier(s) to furnish a thirty (30) Notice of Cancellation Endorsement.

- iv. 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 date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- v. It is understood and agreed by the Parties hereto that CONSULTANT's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- vi. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance

and the monetary limits of liability required under this Agreement if, in DISTRICT's Risk Manager's reasonable judgment, the amount or type of insurance carried by CONSULTANT has become inadequate.

- vii. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- viii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- ix. CONSULTANT agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

15. WORK PRODUCT

CONSULTANT shall provide DISTRICT with all data, calculations, technical studies, plans, specifications, computer files, field notes, estimates, drawings, logs, maps, exhibits, reports, and any other documents as set forth in the approved Task Order(s). All data, calculations, technical studies, plans, specifications, computer files, field notes, drawings, logs, maps, exhibits, reports, and any other documents produced by CONSULTANT in the performance of the services as set forth in the approved Task Order(s) shall become and remain the sole property of DISTRICT. CONSULTANT shall not publish or transfer any material produced or resulting from activities supported by this Agreement without the written consent of the General Manager-Chief Engineer of DISTRICT. If any such material is subject to copyright or trademark, the parties agree that the right to any and all copyright and/or trademark in and to the material is expressly reserved to DISTRICT. If any such material is copyrighted, the parties hereto understand and agree that DISTRICT reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such

material, in whole or in part, and to authorize others to do so, provided written credit is given the author.

16. QUALITY CONTROL

CONSULTANT shall implement and maintain effective quality control procedures throughout all phases of assigned task and/or services. CONSULTANT shall have a quality control plan in effect during the entire time task and/or services are being performed under this Agreement. The plan shall establish a process whereby all calculations and documents prepared under this Agreement are independently checked, corrected and backchecked, and all pertinent job-related correspondence and memoranda are bound in appropriate job files. Evidence that the quality control plan is functional may be requested by DISTRICT. All documents and any other items submitted to DISTRICT for review shall be initialed by CONSULTANT's project manager, or his designee, as being fully checked and that the preparation of the material followed the quality control plan established for the work.

17. TERMINATION

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

A. Agreement

- 1) Terminate this Agreement without cause upon providing CONSULTANT thirty (30) business days written notice stating the extent and effective date of termination; or
- 2) Upon five (5) business days written notice, terminate this Agreement for CONSULTANT default, if CONSULTANT refuses or fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In the event of such termination, DISTRICT

may proceed with the work in any such manner it deems appropriate.

In the event DISTRICT issues a Notice of Termination, CONSULTANT shall: i) stop all work under this Agreement on the date specified in the Notice of Termination and ii) transfer to DISTRICT and deliver in the manner and to the extent, if any, as directed by DISTRICT any work product, equipment, files, records, data, or reports prepared by CONSULTANT, whether partially or fully completed.

In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for all services performed in accordance with this Agreement to the date of termination, a total amount which bears the same ratio to the total maximum fee otherwise payable under this Agreement as the services actually bear to the total services necessary for performance of this Agreement. Notwithstanding any of the other provisions of this Agreement, CONSULTANT's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONSULTANT; or in the event of CONSULTANT's unwillingness or inability for any reason whatsoever to perform the duties hereunder; or if the Agreement is terminated pursuant to Section 29 (NON-DISCRIMINATION). In such event, CONSULTANT shall not be entitled to any further compensation under this Agreement. The rights and remedies of DISTRICT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Approved Task Order

Terminate an approved Task Order or portion thereof without cause upon providing CONSULTANT fourteen (14) calendar days written notice stating the extent and effective date of termination. In the event DISTRICT issues a Notice of Termination for an approved Task Order, CONSULTANT shall: i) stop all work under the Task Order on the date specified in the Notice of Termination and ii) transfer to DISTRICT and deliver in the manner and to the extent, if any, as directed by DISTRICT any work product, data or reports prepared by CONSULTANT, whether partially or fully completed.

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

18. BASIC SERVICES OF CONSULTANT

The scope of services associated with the performance of any specific Task Order under this Agreement shall be expressly defined and agreed upon prior to the approval of the Task Order by DISTRICT's General Manager-Chief Engineer, or in his/her absence his/her duly authorized representative ("Authorized Signatory"). Any changes to the approved scope of services must be authorized by DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, and shall be made in accordance with Section 23 (CHANGES TO TASK ORDER SCOPE OF SERVICES).

All work prepared by CONSULTANT shall be subject to the approval of DISTRICT's Project Manager. CONSULTANT shall allow Project Manager to inspect and

review CONSULTANT's work in progress at any reasonable time. All reports, working papers and similar work products prepared for submission in the course of providing services under this Agreement shall be submitted to the Project Manager in draft form. In the event that Project Manager, in his or her sole discretion, determines the formally submitted work product to be incomplete or otherwise inadequate, CONSULTANT may be required to revise and resubmit the work at no additional cost to DISTRICT. Should CONSULTANT fail to make requested corrections in a timely manner, such corrections may be made by DISTRICT and the cost thereof charged to CONSULTANT. Neither DISTRICT's review nor approval shall give rise to any liability or responsibility on the part of DISTRICT, or waive any of DISTRICT's rights, or relieve CONSULTANT of its professional responsibilities or obligations under this Agreement.

19. PREVAILING WAGE

CONSULTANT shall comply with all applicable provisions of the California State Labor Code regarding prevailing wages, Department of Industrial Relations Division of Apprenticeship Standards Labor and Labor Codes. All workers shall be paid not less than the general prevailing rate of wages and benefits for work of a similar character in the locality in which the work is performed, as provided in Labor Code Sections 1770 et seq. Pursuant to the Labor Code, DISTRICT has obtained for the Board of Supervisors of DISTRICT from the Director of the Department of Industrial Relations, State of California, his determinations of general prevailing rates of per diem wages applicable to the work and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, apprentices and similar purposes for each craft, classification or type of workman needed, as set forth on the schedule which is on file at DISTRICT office and which will be made available to any

interested person upon request.

20. INDEPENDENT CONTRACTOR/NON-EXCLUSIVE AGREEMENT

CONSULTANT and the agents and employees of CONSULTANT shall act at all times in an independent capacity during the term of this Agreement and in the performance of the services to be rendered hereunder and shall not act as or shall not be and shall not in any manner be considered to be employees or agents of DISTRICT. This is not an exclusive Agreement between DISTRICT and CONSULTANT, and DISTRICT may obtain the same or similar services from another firm if DISTRICT determines that is appropriate. DISTRICT is not obligated to have CONSULTANT provide a specific minimum amount of services pursuant to this Agreement.

21. SUBCONTRACTING

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

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

In the event CONSULTANT subcontracts any portion of CONSULTANT's duties

under this Agreement, CONSULTANT shall require its sub-consultants to comply with the terms of this Agreement in the same manner as required of CONSULTANT. The fact that CONSULTANT employs sub-consultants not in his regular employ shall not relieve CONSULTANT of any responsibility regarding the adequacy of the sub-consultant's work performed or services provided pursuant to this Agreement.

22. CHANGES TO TASK ORDER SCOPE OF SERVICES

CONSULTANT shall not perform any additional work or services outside the scope of an approved Task Order without the prior written approval of DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory. If, at any time during the performance of an approved Task Order, CONSULTANT believes that it is necessary to include certain work or services which are not clearly covered under the scope of an approved Task Order, CONSULTANT shall immediately notify the Project Manager in writing of CONSULTANT's assertion that the work is out of scope. Said notification by CONSULTANT to the Project Manager shall not in any way be construed as proving that the work or services in question are outside the scope of the Task Order. The Project Manager must approve or reject CONSULTANT's assertion in writing. In the event the Project Manager determines that CONSULTANT is correct, the additional work or services shall be authorized by a new or revised Task Order that covers the new scope, cost, and schedule. In the event that such notification is not given or if the Project Manager is not afforded an opportunity to negotiate the appropriate fee for such additional services prior to CONSULTANT's commencement of such additional services, then CONSULTANT shall be deemed to have agreed to perform the work or services without any additional compensation and to have accepted sole responsibility for the performance of said work or services. Extra work done or services performed without a new or revised Task Order

from DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, shall be considered unauthorized and shall not be paid for by DISTRICT.

At any time during the performance of an approved Task Order, DISTRICT may request that CONSULTANT perform extra services. Any work which is determined by DISTRICT to be necessary for the proper completion of the approved Task Order, but which neither CONSULTANT nor DISTRICT reasonably anticipated would be necessary at the time the scope of services for the assigned Task Order was approved, must be authorized by DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, by a new or revised Task Order.

At any time during the performance of the Task Order, the Project Manager, upon providing five (5) business days written notice to CONSULTANT, may delete services and the associated fees from the Task Order. In the event DISTRICT requests deletion of services from the Task Order, DISTRICT shall make payment for all services satisfactorily performed in accordance with the negotiated Task Order up to the effective date of deletion; the amount of the payment shall be prorated to the total services necessary for completion of the Task Order. Any work product developed for the deleted services shall be provided to DISTRICT.

23. DISPUTES

A. In the event CONSULTANT considers any work demanded of CONSULTANT to be outside the requirements of this Agreement, or if CONSULTANT considers any order, instruction, or decision of DISTRICT to be unfair, CONSULTANT shall promptly, upon receipt of such order, instruction, or decision, ask for a written confirmation of the same whereupon CONSULTANT shall proceed without delay to perform the work or to conform to the order, instruction,

or decision. However, if CONSULTANT finds such order, instruction, or decision unsatisfactory, CONSULTANT shall, within twenty-one (21) calendar days after receipt of same, file a written protest with DISTRICT stating clearly and in detail its objections and reasons therefor. Except for such protests or objections as are made of record in the manner specified and within the time stated herein, and except for such instances where the basis of a protest could not reasonably have been foreseen by CONSULTANT within the time limit specified for protest, CONSULTANT hereby waives all grounds for protests or objections to orders, instruction or decisions of DISTRICT and hereby agrees that, as to all matters not included in such protests, the orders, instructions and decisions of DISTRICT will be limited to matters properly falling within DISTRICT's authority.

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

24. ASSIGNMENT

Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of DISTRICT and approval by DISTRICT Board of Supervisors. The following events shall not be deemed an assignment and would not require prior written consent by DISTRICT:

- A. A partner in a partnership may transfer all or part of his/her or its interest in the partnership to: 1) another partner of the partnership; 2) by intestate succession or

testamentary disposition on the partner's death; 3) by a gift to a partner's spouse or children, to a trustee for the partner's spouse or children, or both or 4) to a corporation if, immediately after the transfer, the partner making the transfer continues to own at least 50 percent of that corporation's voting shares.

- B. Any merger, consolidation or other reorganization of CONSULTANT, or the sale of other transfer of a non-controlling percentage of the capital stock or interest of CONSULTANT, or the sale of not more than 50 percent of the value of CONSULTANT's assets.

For any of the above events not deemed as an assignment, such events shall require written notice to DISTRICT at least thirty (30) calendar days prior to the occurrence of such event.

25. CONFLICT OF INTEREST

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

26. JURISDICTION/LAW/SEVERABILITY

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

Any legal action, in law or equity, related to the performance or interpretation of this Agreement shall be filed only in the Superior Court for the State of California

located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. Prior to the filing of any legal action, the parties shall be obligated to attend a mediation session with a neutral mediator to try to resolve the dispute.

27. 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.

28. NON-DISCRIMINATION

In the performance of the terms of this Agreement, CONSULTANT shall not engage in nor permit others he/she 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.

29. 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 Section 5 (COMPENSATION) and Section 6 (PAYMENT).

30. INDEMNIFICATION

A. Basic Indemnity

To the fullest extent permitted by applicable law, CONSULTANT shall indemnify and hold harmless DISTRICT, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, breach of contract), recklessness or willful misconduct on the part of CONSULTANT or its Subconsultants or their respective employees, agents, representatives or independent contractors or liability whatsoever, based or asserted upon any services of CONSULTANT, its officers, employees, contractors, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including, but not limited to, property damage, bodily injury or death, or any other element of any kind or nature whatsoever arising from the performance of CONSULTANT, its officers, employees, contractors, subcontractors, agents or representatives ("Indemnitors") from this Agreement.

"Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgments, settlements, and expenses, including, without limitation, full and actual attorney's fees (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees, arbitrator and arbitration fees and mediator and mediation fees.

CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, action, or proceedings made by agents, employees, or subcontractors of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement, or any other benefit not explicitly set forth in this contract and arising out of work performed for DISTRICT pursuant to this Agreement. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph 31. B. below.

CONSULTANT shall defend, at its sole expense, all costs, and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle or compromise any such action or claim with the prior consent of DISTRICT, provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnitees as set forth herein. CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this Section and California Civil Code Section 2782, this Section shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve CONSULTANT from indemnifying the Indemnitees to the fullest extent allowed by law.

B. Indemnity for Design Professionals:

To the fullest extent permitted by applicable law, CONSULTANT agrees to and shall indemnify and hold harmless DISTRICT, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from all liability and any and all Losses that arise out of, pertain to, or relate to, to the extent caused by any alleged or actual negligence, recklessness or willful misconduct constituting professional negligence on the part of CONSULTANT or its Subconsultants, or their respective directors, officers, partners, employees, agents, representatives or independent contractors, or any person or organization for whom CONSULTANT is responsible, arising out of or from the performance of services under this Agreement. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not

required under the provisions of this section.

As respects each and every indemnification herein, CONSULTANT shall defend and pay, at its sole expense, all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards against the Indemnities, any loss, suits, claims, demands, actions or proceedings to the extent and in proportion to the percentage such costs and fees arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of CONSULTANT arising out of or from the performance of professional design services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, or willful misconduct of CONSULTANT. The cost for defense shall apply whether or not CONSULTANT is a party to the lawsuit and shall apply whether or not CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.

Without affecting the rights of DISTRICT under any other provision of this Agreement, CONSULTANT shall not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a Loss due to that Indemnitee's negligence, recklessness, or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of CONSULTANT and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle or compromise

any such action or claim with the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnitees as set forth herein.

CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to Indemnitees the appropriate form of dismissal relieving Indemnitees from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT's obligations to indemnify and hold harmless Indemnitees from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONSULTANT from indemnifying DISTRICT to the fullest extent allowed by law.

- C. CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in sections 31, A and B from each and every Subconsultant of every Tier. CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

31. EDD REPORTING REQUIREMENTS – In order to comply with child support enforcement requirements of the State of California, DISTRICT may be required to

submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department ("EDD"). CONSULTANT agrees to furnish the required data and certifications to DISTRICT within ten (10) days of notification of award of Agreement when required by EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of CONSULTANT to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of CONSULTANT to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONSULTANT has any questions concerning this reporting requirement, please call 916.657.0529. CONSULTANT should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

32. FORCE MAJEURE – If either of the parties cannot comply with any provision of this Agreement due to causes beyond its reasonable control and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders or other similar acts, such party shall not be held liable for such failure to comply.
33. DELEGATION OF AUTHORITY – Upon execution of this Agreement and in DISTRICT's General Manager-Chief Engineer's absence, the DISTRICT's: Assistant Chief Engineers, Chief of Finance, and Chief of Development Services, are designated as Authorized Signatory(ies) and shall be authorized to sign and approve Task Orders issued under this Agreement. This authority is given only for Task Orders that directly impact or relate to the Division of the Chief holding the signatory authority. Any

changes to the approved scope of services of a Task Order issued under this Agreement must be authorized by DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, and shall be made in accordance with Section 23 (CHANGES TO TASK ORDER SCOPE OF SERVICES). The duration of this delegation shall not exceed the Term of Agreement.

34. RECORD RETENTION/AUDIT – CONSULTANT shall retain complete and accurate records relating to all reports, documents, and related records documents, including records related to the nature and extent of CONSULTANT's costs incurred while providing services authorized under this Agreement, for at least five (5) years following the termination of this Agreement. These records shall, upon request, be made available for inspection by DISTRICT.

DISTRICT, the County of Riverside, the State of California or any of their duly authorized representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CONSULTANT agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

35. 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 observe all federal, state and county laws, and county policies concerning confidentiality of records.

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 this Agreement with any of its subcontractors.

36. ENTIRE AGREEMENT – This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.
37. COUNTERPARTS: ELECTRONIC SIGNATURES – This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA" Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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

6/13/2023

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,
a body politic

By: 
JASON E. UHLEY
General Manager-Chief Engineer

By: 
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By: 
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By: 
Brianna Smith
Deputy

(SEAL)

Consulting Services Agreement
Rincon Consultants, Inc.
On-Call Environmental Planning and Regulatory Technical Services
05/22/2023
MM:rlp

JUN 13 2023 11.6

RINCON CONSULTANTS, INC.
a California corporation

By: Angie Harbin
ANGIE HARBIN
Director-in-Charge

Consulting Services Agreement
Rincon Consultants, Inc.
On-Call Environmental Planning and Regulatory Technical Services
05/22/2023
MM:rlp

ATTACHMENT A

**TABLE E-1
ENVIRONMENTAL AND REGULATORY SERVICES**

TASK		CONDUCT	SUB-CONSULT	TRAIN	PEER REVIEW
<i>Check All Applicable Services</i>					
E.1	Cultural resources investigations, surveys, and monitoring, including short notice discovery response and assessments. AB-52 services: Assist and advise the District with Tribal consultations, legal authorities and other Tribal matters.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.2	Paleontological resources investigations, surveys, and monitoring, including short notice discovery response and assessment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.3	General biological resources assessment, MSHCP Consistency Assessment, HANS, JPR, and DBESP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.4	Focused surveys, monitoring, trapping, holding/handling, or relocating. (Please complete <i>Table E-2 Riverside County Listed Species</i>)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.5	Pre-construction nesting bird, burrowing owl, and other species surveys, and short notice biological resources discovery response and assessment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.6	Jurisdictional delineations, including permit preparation and negotiation with Resource Agencies, and HMMP report preparation. Regulatory specialist support services to assist with permit negotiations such as Sections 404/401, 1602, Endangered Species Act, MSHCP, WOTUS, assist and advise the District with regulatory compliance, legal authorities and other regulatory issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.7	Invasive vegetation removal, habitat restoration and enhancement, HMMP implementation, and plant pallet/seed mix and cuttings/plantings for District mitigation projects and/or facilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.8	Environmental planning, project management, contract Planner that serves as an extension of staff; this may require staff to be embedded at the District office or may be a remote assignment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Task E.1 Cultural Resources Investigations, Surveys, and Monitoring, including Short Notice Discovery Response and Assessment, and AB52 Assistance

Prepare a Cultural Resources Report that addresses all potential issues related to archaeological, traditional, and built environment resources in accordance with applicable federal, state, and local laws and regulations regarding cultural resources pursuant to CEQA/NEPA and/or regulatory permitting processes including, but not limited to, Section 106 of the National Historic Preservation Act.

Typical services include record search, map and literature search, Sacred Lands records check with the Native American Heritage Commission (NAHC), scoping with tribes, pedestrian surveys, identification of the Area of Potential Effect (APE), cultural resource recordation and evaluation, mitigation plans Historic American Buildings Survey (HABS), and the Historic American Engineering Record (HAER), when necessary.

Conduct cultural resources monitoring for District construction and/or maintenance activities.

Consultants should be available on short notice (24 to 72 hours) to assess and respond to any accidental cultural resource's discoveries during ongoing construction, operations, and maintenance work. This includes evaluating any discoveries in compliance with applicable laws and regulations.

AB-52 services: Assist and advise the District with Tribal consultations, legal authorities, managing Tribal and archeological monitors, and other Tribal matters related to both state and federal laws. This is a special category of services for those consultants that are well-versed in AB52 and other state and federal Tribal-related laws.

Task E.2 Paleontological Resources Investigations, Surveys, and Monitoring, including Short Notice Discovery Response and Assessment

Prepare a Paleontological Resources Assessment including paleontological resource records searches, literature searches, and pedestrian surveys in order to identify potential issues related to paleontological resources in accordance with applicable federal, state, and local laws and regulations, CEQA/NEPA environmental review and/or regulatory permitting processes.

Conduct paleontological resources monitoring for District construction and/or maintenance activities. For properties found to have high sensitivity for paleontological resources, provide paleontological resource mitigation plans, construction monitoring, recovery of resources, preparation and identification of specimens, and reporting that meets County of Riverside review standards.

Consultants should be available on short notice (24 to 72 hours) to assess and respond to any accidental paleontological resource discoveries during ongoing construction, operations and maintenance work. This includes evaluating any discoveries in compliance with applicable laws and regulations and advising the District on such.

Task E.3 General Biological Resources Assessment, MSHCP Consistency Assessment, HANS, JPR and DBESP

Prepare a Biological Resources Assessment that addresses any potential biological issues and concerns for the project area including, but not limited to:

- Literature review and reconnaissance surveys to prepare habitat assessments for sensitive or listed plant and wildlife species.
- Biological resources impact analysis in accordance with CEQA in terms of regional planning, and city, state and federal laws and guidelines to comply with all existing biological resource laws, regulations, and court precedent.
- Propose recommendations for avoidance and/or measures to minimize impacts.

- Implement applicable Habitat Conservation Plans consistency assessment, such as the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP), Coachella Valley MSHCP, and Tribal Habitat Conservation Plans. Prepare Joint Project Review (JPR) and Determination of Biological Equivalent or Superior Preservation (DBESP); advise the District on such matters as needed.

Task E. 4 Focused Surveys, Monitoring, Trapping, Holding/Handling or Relocating

Perform focused surveys for sensitive or listed plant and wildlife species to comply with CEQA, MSHCP, FESA, and CESA. Staff must be familiar with accepted protocols for listed and/or sensitive species. Please also fill out Table E-2 to show the qualifications your firm or your subs for specific species shown in the table. If your firm has permitted biologists, please specify by staff name and permits held. Indicate your firm's permitted level of interaction with the species listed on Table E-2 (e.g., permits to monitor, handle, or relocate species such as SBKR, LAPM, burrowing owls, the Santa Ana Sucker, Casey's June Beetle, etc.).

Task E. 5 Pre-construction Nesting Bird, Burrowing Owl, and Other Species Surveys, and Short Notice Biological Resources Discovery Response and Assessment

Perform pre-construction surveys for nesting birds, burrowing owls, and other species to comply with CEQA, MSHCPs, FESA, CESA, Migratory Bird Act, and regulatory permits. Consultants should be available by short notice (24 to 72 hours) to respond and assess species sited near the District's construction, operations, and/or maintenance work and recommend avoidance measures

Task E. 6 Jurisdictional Delineations, including Permit Application Preparation and Negotiation with Resource Agencies, and Habitat Mitigation and Monitoring Plan (HMMP) Report Preparation

Prepare a Jurisdictional Area Delineation Report and Impact Analysis, including significant nexus evaluation, that addresses potential issues related to "Waters of the U.S." and wetlands (Clean Water Act), "Waters of the State" and wetlands (Porter-Cologne Water Quality Control Act), and areas under the jurisdiction of the California Department of Fish and Game Code (Section 1600 et. seq.).

Prepare a HMMP in compliance with project permits.

Provide regulatory specialist support services to assist with permit negotiations such as Sections 404/401, 1602, Endangered Species Act, MSHCP, WOTUS, assist and advise the District with regulatory compliance, legal authorities and other regulatory issues.

Task E. 7 Invasive Vegetation Removal, Habitat Restoration and Enhancement, HMMP Implementation, Plant Pallet/Seed Mix, and Cuttings/Plantings for District Mitigation Projects and/or Facilities

Perform field work such as invasive plant removal, trash removal, plantings including cuttings, hydroseed and container plants, irrigation placement and maintenance, monitoring, and reporting to meet regulatory permit requirements and/or to implement an approved HMMP. Additionally, consultants should be able to provide plant pallet/seed mix for District projects and facilities. Please describe any regulatory permits (Sections 404/ 401, 1602 and aquatic pesticides) that your firm currently has that authorize invasive plant removal within jurisdictional areas.

Task E. 8 Environmental Planning, Project Management, Contract Planner

Perform general environmental planning services including but not limited to technical report and document reviews, project management and serving as a peer review of various environmental and regulatory tasks functions. This category requires utilizing a contract Planner that serves as an extension of District staff; this may require staff to be embedded at the District office or may be a remote assignment.

If you checked Item E.4 Focused Surveys, please populate this matrix with a list of projects showing your capability with the species shown. Note that additional blank lines are provided to add species for which your firm/subs are permitted in the various areas. Include this table within Section 1 of your Service Category Qualifications PDF (see RFQ Section VI.C for more info).

Peninsular bighorn sheep	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
San Bernardino Kangaroo rat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLANTS								
Coachella Valley MSHCP Covered Plants (Coachella Valley milkvetch, Little San Bernardino Mountains Linanthus, Orocopia Sage, Mecca Aster)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Santa Ana River Woolly Star	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Western Riverside MSHCP Narrow Endemic Plant Species	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Western Riverside MSHCP Criteria Area Plant Species	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTHER								
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Blank lines provided to add species for which your firm/subs are permitted.</i>								

ATTACHMENT B

TASK ORDER APPROVAL

CONSULTANT: @ (bold)

PROJECT NAME: @ (bold)

The Scope of Services for this Task Order, 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" (incorporated herein by this reference) for a fee amount of @ unless otherwise modified by DISTRICT's Project Manager in a subsequent Task Order. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "B" and incorporated herein by this reference.

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

Dated _____
(To be filled in by General Manager-Chief Engineer)

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

By: _____
JASON E. UHLEY
General Manager-Chief Engineer

@(Company)(Bold And Cap)

By: _____
@(name)
@(title)

@@@:@@@
P8/@@@@

CONSULTING SERVICES AGREEMENT
 On-Call Environmental Planning and Regulatory
 Technical Services
 FY 2022-23 to FY 2025-26

The Multi-Year Consulting Services Agreement ("Agreement") dated as of June 13, 2023 is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, hereinafter called "DISTRICT", and JENNINGS ENVIRONMENTAL LLC, a California limited liability company, hereinafter called "CONSULTANT". DISTRICT and CONSULTANT are sometimes individually referred to herein as a "party" and collectively as the "parties". The parties hereby agree as follows:

1. SERVICE CATEGORY

Upon DISTRICT's request, CONSULTANT shall provide on-call services to DISTRICT for Service Categories Professional Environmental Planning and Regulatory Technical Services, as further described in "Service Categories & Tasks", attached hereto and incorporated herein as Attachment "A", in accordance with applicable federal, state and local laws and regulations.

2. SCOPE OF SERVICES

As requested by DISTRICT, CONSULTANT shall provide those services as described in the "Scope of Services", attached hereto and incorporated herein as Attachment "A", on an "on-call" basis. During the term of this Agreement, DISTRICT may request CONSULTANT to submit one or more proposals within any of the Service Categories for which the CONSULTANT is selected pursuant to Attachment "A". In the event DISTRICT finds CONSULTANT's proposal acceptable, DISTRICT may issue one or more Task Orders, the form of which shall generally conform with the "Task Order Approval Form" (attached hereto and incorporated herein as Attachment "B₁"). CONSULTANT understands and expressly

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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).

3. PERSONNEL

A. Project Manager

For each Task Order, DISTRICT shall designate a staff representative who shall act as DISTRICT's Project Manager ("Project Manager") for the Task Order. In the event DISTRICT changes its Project Manager, it shall notify CONSULTANT in writing.

B. CONSULTANT's Representative

CONSULTANT shall appoint a Designated Representative for each assigned Task Order who shall be responsible for coordinating all aspects of the assigned Task Order. CONSULTANT's Designated Representative shall be available to DISTRICT's Project Manager at reasonable times. In the event CONSULTANT changes its Designated Representative, it shall notify DISTRICT in writing.

C. Substitution of Key Personnel

At the time of Task Order approval, CONSULTANT shall identify to DISTRICT's Project Manager the Key Personnel who are responsible for executing the Task Order. Should one or more of the identified Key Personnel become unavailable, CONSULTANT may substitute other personnel of equal or greater competence upon DISTRICT's written approval. In the event that DISTRICT and CONSULTANT cannot come to an agreement regarding substitution of the Key Personnel, DISTRICT may terminate the Task Order, pursuant to the applicable provisions of this Agreement.

4. TERM

The term of this Agreement shall commence on the date it is executed by DISTRICT's Board of Supervisors and shall remain in effect through the required date for completion of an assigned Task Order, provided that such Task Order was approved prior to June 30, 2026 and is to be completed by June 30, 2027.

5. COMPENSATION

CONSULTANT shall receive compensation for all services satisfactorily performed and expenses incurred under this Agreement in accordance with the terms of the approved Task Order(s). The cumulative total of all task orders shall not exceed \$600,000 over the entire term of this Agreement.

6. PAYMENT

Payment shall be made in accordance with the Compensation/Fee Rate Schedule attached to an approved Task Order. Unless otherwise agreed, progress payments shall be processed on a monthly basis. Upon satisfactory performance of CONSULTANT's services pursuant to an approved Task Order, DISTRICT shall pay CONSULTANT within forty-five (45) calendar days after DISTRICT's approval of CONSULTANT's invoice(s). DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

CONSULTANT shall keep employee and expense records according to customary accounting methods and such records shall, upon request, be available for inspection by DISTRICT to verify CONSULTANT's invoices. CONSULTANT's invoices shall itemize charges to conform with the Compensation/Fee Rate Schedule negotiated for the specific Task Order. DISTRICT shall notify CONSULTANT of any disputed charges within thirty (30) calendar days of receipt of CONSULTANT's invoice.

DISTRICT reserves the right to withhold payment for work that is not

invoiced in a timely manner.

7. INVOICES

All work shall be invoiced in a timely manner. All invoices shall be mailed directly to DISTRICT's Accounts Payable Section. Each invoice shall include the following information:

- A. Purchase Order Number associated with the approved Task Order – (as provided by DISTRICT).
- B. Billing Period – (indicating the date(s) when the services were rendered).

Monthly invoices shall be mailed to DISTRICT no later than the 15th day of the month following the end of the Billing Period. Periodic single invoices shall be mailed within forty-five (45) business days of Task Order completion. Incomplete invoices will be returned to CONSULTANT for correction.

8. PROJECT PERFORMANCE

A. Commencement of Services

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

B. Time of Completion

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

9. LICENSES

At all times while performing services under this Agreement, CONSULTANT, its employees, agents, contractors and subcontractors shall possess all necessary and appropriate federal and/or state permits and maintain professional licenses required by the applicable federal, state and local regulations.

10. STANDARD OF CARE

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

11. ERRORS AND OMISSIONS

In the event CONSULTANT's data, technical studies, reports, plans, specifications, estimates, work products or any other documents furnished under this Agreement contain any errors or omissions that cause DISTRICT to incur additional expense beyond what would have otherwise resulted if there were no errors or omissions in CONSULTANT's data, technical studies, reports, plans, specifications, estimates, work products or any other documents, any such additional expense shall be borne solely by CONSULTANT. When the agreed upon scope of services to be performed by CONSULTANT are not in conformance with the terms of this Agreement, DISTRICT shall have the right to require CONSULTANT to perform the agreed upon scope of services in conformance with the terms of this Agreement at no additional cost to DISTRICT. When the agreed upon scope of services are not in conformance with the terms of this Agreement and are of such a nature that they cannot be corrected, DISTRICT shall have the right to (1) require CONSULTANT immediately to take all necessary steps to ensure future performance in conformity with the terms of this Agreement; and (2) reduce the Agreement price to reflect the reduced value of the

services performed. In the event CONSULTANT receives payment under this Agreement which is later disallowed by DISTRICT for nonconformance with the terms of the Agreement, CONSULTANT shall promptly refund the disallowed amount to DISTRICT on request; or at its option, DISTRICT may offset the amount disallowed from any payment due to CONSULTANT.

12. PERMITS AND RIGHTS OF ENTRY

DISTRICT shall obtain all necessary rights of entry that may be required in order for CONSULTANT to perform the services stipulated by an approved Task Order within and upon privately-owned property. CONSULTANT shall obtain all necessary permits or rights of entry that may be required in order for CONSULTANT to perform the services stipulated by an approved Task Order from any and all affected public entities. Sufficient evidence of having obtained such permits and/or rights of entry shall be furnished to DISTRICT by CONSULTANT, prior to initiation of work. CONSULTANT shall prosecute the work in such a manner as to minimize public inconvenience and possible hazard and shall restore the streets and other work areas to their original condition and former usefulness as soon as practicable. CONSULTANT shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.

13. 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: Finance Division

JENNINGS ENVIRONMENTAL,
LLC
35414 Acacia Avenue
Yucaipa, CA 92399
Attn: Eugene Jennings

14. REQUIRED INSURANCE

CONSULTANT shall not commence operations until DISTRICT has been furnished with original certificate(s) of insurance and certified original 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. As respects to the insurance section, DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

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 Employers' 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.
- B. Commercial General Liability: Commercial General Liability insurance coverage, including, but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT's performance of its obligations hereunder. Policy shall name DISTRICT as additional insured. Policy's limit of liability shall not be less than

\$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

- C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name DISTRICT as additional insureds.
- 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 its' sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 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 for as long as the law allows.
- E. General Insurance Provisions – All Lines:

- i. 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 DISTRICT's Risk Manager. If DISTRICT's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.
- ii. 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 DISTRICT's Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to DISTRICT and at the election of DISTRICT'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, and defense costs and expenses.
- iii. CONSULTANT shall cause their insurance carrier(s) to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein and 2) if requested to do so orally or in writing by DISTRICT's 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 a minimum of thirty (30) calendar

days written notice shall be given to DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONSULTANT's insurance carrier(s) policies do not meet the minimum notice requirement found herein, CONSULTANT shall cause CONSULTANT's insurance carrier(s) to furnish a thirty (30) Notice of Cancellation Endorsement.

- iv. 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 date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- v. It is understood and agreed by the Parties hereto that CONSULTANT's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- vi. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance

and the monetary limits of liability required under this Agreement if, in DISTRICT's Risk Manager's reasonable judgment, the amount or type of insurance carried by CONSULTANT has become inadequate.

- vii. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- viii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- ix. CONSULTANT agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

15. WORK PRODUCT

CONSULTANT shall provide DISTRICT with all data, calculations, technical studies, plans, specifications, computer files, field notes, estimates, drawings, logs, maps, exhibits, reports, and any other documents as set forth in the approved Task Order(s). All data, calculations, technical studies, plans, specifications, computer files, field notes, drawings, logs, maps, exhibits, reports, and any other documents produced by CONSULTANT in the performance of the services as set forth in the approved Task Order(s) shall become and remain the sole property of DISTRICT. CONSULTANT shall not publish or transfer any material produced or resulting from activities supported by this Agreement without the written consent of the General Manager-Chief Engineer of DISTRICT. If any such material is subject to copyright or trademark, the parties agree that the right to any and all copyright and/or trademark in and to the material is expressly reserved to DISTRICT. If any such material is copyrighted, the parties hereto understand and agree that DISTRICT reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such

material, in whole or in part, and to authorize others to do so, provided written credit is given the author.

16. QUALITY CONTROL

CONSULTANT shall implement and maintain effective quality control procedures throughout all phases of assigned task and/or services. CONSULTANT shall have a quality control plan in effect during the entire time task and/or services are being performed under this Agreement. The plan shall establish a process whereby all calculations and documents prepared under this Agreement are independently checked, corrected and backchecked, and all pertinent job-related correspondence and memoranda are bound in appropriate job files. Evidence that the quality control plan is functional may be requested by DISTRICT. All documents and any other items submitted to DISTRICT for review shall be initialed by CONSULTANT's project manager, or his designee, as being fully checked and that the preparation of the material followed the quality control plan established for the work.

17. TERMINATION

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

A. Agreement

- 1) Terminate this Agreement without cause upon providing CONSULTANT thirty (30) business days written notice stating the extent and effective date of termination; or
- 2) Upon five (5) business days written notice, terminate this Agreement for CONSULTANT default, if CONSULTANT refuses or fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In the event of such termination, DISTRICT

may proceed with the work in any such manner it deems appropriate.

In the event DISTRICT issues a Notice of Termination, CONSULTANT shall: i) stop all work under this Agreement on the date specified in the Notice of Termination and ii) transfer to DISTRICT and deliver in the manner and to the extent, if any, as directed by DISTRICT any work product, equipment, files, records, data, or reports prepared by CONSULTANT, whether partially or fully completed.

In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for all services performed in accordance with this Agreement to the date of termination, a total amount which bears the same ratio to the total maximum fee otherwise payable under this Agreement as the services actually bear to the total services necessary for performance of this Agreement. Notwithstanding any of the other provisions of this Agreement, CONSULTANT's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONSULTANT; or in the event of CONSULTANT's unwillingness or inability for any reason whatsoever to perform the duties hereunder; or if the Agreement is terminated pursuant to Section 29 (NON-DISCRIMINATION). In such event, CONSULTANT shall not be entitled to any further compensation under this Agreement. The rights and remedies of DISTRICT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Approved Task Order

Terminate an approved Task Order or portion thereof without cause upon providing CONSULTANT fourteen (14) calendar days written notice stating the extent and effective date of termination. In the event DISTRICT issues a Notice of Termination for an approved Task Order, CONSULTANT shall: i) stop all work under the Task Order on the date specified in the Notice of Termination and ii) transfer to DISTRICT and deliver in the manner and to the extent, if any, as directed by DISTRICT any work product, data or reports prepared by CONSULTANT, whether partially or fully completed.

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

18. BASIC SERVICES OF CONSULTANT

The scope of services associated with the performance of any specific Task Order under this Agreement shall be expressly defined and agreed upon prior to the approval of the Task Order by DISTRICT's General Manager-Chief Engineer, or in his/her absence his/her duly authorized representative ("Authorized Signatory"). Any changes to the approved scope of services must be authorized by DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, and shall be made in accordance with Section 23 (CHANGES TO TASK ORDER SCOPE OF SERVICES).

All work prepared by CONSULTANT shall be subject to the approval of DISTRICT's Project Manager. CONSULTANT shall allow Project Manager to inspect and

review CONSULTANT's work in progress at any reasonable time. All reports, working papers and similar work products prepared for submission in the course of providing services under this Agreement shall be submitted to the Project Manager in draft form. In the event that Project Manager, in his or her sole discretion, determines the formally submitted work product to be incomplete or otherwise inadequate, CONSULTANT may be required to revise and resubmit the work at no additional cost to DISTRICT. Should CONSULTANT fail to make requested corrections in a timely manner, such corrections may be made by DISTRICT and the cost thereof charged to CONSULTANT. Neither DISTRICT's review nor approval shall give rise to any liability or responsibility on the part of DISTRICT, or waive any of DISTRICT's rights, or relieve CONSULTANT of its professional responsibilities or obligations under this Agreement.

19. PREVAILING WAGE

CONSULTANT shall comply with all applicable provisions of the California State Labor Code regarding prevailing wages, Department of Industrial Relations Division of Apprenticeship Standards Labor and Labor Codes. All workers shall be paid not less than the general prevailing rate of wages and benefits for work of a similar character in the locality in which the work is performed, as provided in Labor Code Sections 1770 et seq. Pursuant to the Labor Code, DISTRICT has obtained for the Board of Supervisors of DISTRICT from the Director of the Department of Industrial Relations, State of California, his determinations of general prevailing rates of per diem wages applicable to the work and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, apprentices and similar purposes for each craft, classification or type of workman needed, as set forth on the schedule which is on file at DISTRICT office and which will be made available to any

interested person upon request.

20. INDEPENDENT CONTRACTOR/NON-EXCLUSIVE AGREEMENT

CONSULTANT and the agents and employees of CONSULTANT shall act at all times in an independent capacity during the term of this Agreement and in the performance of the services to be rendered hereunder and shall not act as or shall not be and shall not in any manner be considered to be employees or agents of DISTRICT. This is not an exclusive Agreement between DISTRICT and CONSULTANT, and DISTRICT may obtain the same or similar services from another firm if DISTRICT determines that is appropriate. DISTRICT is not obligated to have CONSULTANT provide a specific minimum amount of services pursuant to this Agreement.

21. SUBCONTRACTING

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

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

In the event CONSULTANT subcontracts any portion of CONSULTANT's duties

under this Agreement, CONSULTANT shall require its sub-consultants to comply with the terms of this Agreement in the same manner as required of CONSULTANT. The fact that CONSULTANT employs sub-consultants not in his regular employ shall not relieve CONSULTANT of any responsibility regarding the adequacy of the sub-consultant's work performed or services provided pursuant to this Agreement.

22. CHANGES TO TASK ORDER SCOPE OF SERVICES

CONSULTANT shall not perform any additional work or services outside the scope of an approved Task Order without the prior written approval of DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory. If, at any time during the performance of an approved Task Order, CONSULTANT believes that it is necessary to include certain work or services which are not clearly covered under the scope of an approved Task Order, CONSULTANT shall immediately notify the Project Manager in writing of CONSULTANT's assertion that the work is out of scope. Said notification by CONSULTANT to the Project Manager shall not in any way be construed as proving that the work or services in question are outside the scope of the Task Order. The Project Manager must approve or reject CONSULTANT's assertion in writing. In the event the Project Manager determines that CONSULTANT is correct, the additional work or services shall be authorized by a new or revised Task Order that covers the new scope, cost, and schedule. In the event that such notification is not given or if the Project Manager is not afforded an opportunity to negotiate the appropriate fee for such additional services prior to CONSULTANT's commencement of such additional services, then CONSULTANT shall be deemed to have agreed to perform the work or services without any additional compensation and to have accepted sole responsibility for the performance of said work or services. Extra work done or services performed without a new or revised Task Order

from DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, shall be considered unauthorized and shall not be paid for by DISTRICT.

At any time during the performance of an approved Task Order, DISTRICT may request that CONSULTANT perform extra services. Any work which is determined by DISTRICT to be necessary for the proper completion of the approved Task Order, but which neither CONSULTANT nor DISTRICT reasonably anticipated would be necessary at the time the scope of services for the assigned Task Order was approved, must be authorized by DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, by a new or revised Task Order.

At any time during the performance of the Task Order, the Project Manager, upon providing five (5) business days written notice to CONSULTANT, may delete services and the associated fees from the Task Order. In the event DISTRICT requests deletion of services from the Task Order, DISTRICT shall make payment for all services satisfactorily performed in accordance with the negotiated Task Order up to the effective date of deletion; the amount of the payment shall be prorated to the total services necessary for completion of the Task Order. Any work product developed for the deleted services shall be provided to DISTRICT.

23. DISPUTES

- A. In the event CONSULTANT considers any work demanded of CONSULTANT to be outside the requirements of this Agreement, or if CONSULTANT considers any order, instruction, or decision of DISTRICT to be unfair, CONSULTANT shall promptly, upon receipt of such order, instruction, or decision, ask for a written confirmation of the same whereupon CONSULTANT shall proceed without delay to perform the work or to conform to the order, instruction,

or decision. However, if CONSULTANT finds such order, instruction, or decision unsatisfactory, CONSULTANT shall, within twenty-one (21) calendar days after receipt of same, file a written protest with DISTRICT stating clearly and in detail its objections and reasons therefor. Except for such protests or objections as are made of record in the manner specified and within the time stated herein, and except for such instances where the basis of a protest could not reasonably have been foreseen by CONSULTANT within the time limit specified for protest, CONSULTANT hereby waives all grounds for protests or objections to orders, instruction or decisions of DISTRICT and hereby agrees that, as to all matters not included in such protests, the orders, instructions and decisions of DISTRICT will be limited to matters properly falling within DISTRICT's authority.

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

24. ASSIGNMENT

Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of DISTRICT and approval by DISTRICT Board of Supervisors. The following events shall not be deemed an assignment and would not require prior written consent by DISTRICT:

- A. A partner in a partnership may transfer all or part of his/her or its interest in the partnership to: 1) another partner of the partnership; 2) by intestate succession or

testamentary disposition on the partner's death; 3) by a gift to a partner's spouse or children, to a trustee for the partner's spouse or children, or both or 4) to a corporation if, immediately after the transfer, the partner making the transfer continues to own at least 50 percent of that corporation's voting shares.

- B. Any merger, consolidation or other reorganization of CONSULTANT, or the sale of other transfer of a non-controlling percentage of the capital stock or interest of CONSULTANT, or the sale of not more than 50 percent of the value of CONSULTANT's assets.

For any of the above events not deemed as an assignment, such events shall require written notice to DISTRICT at least thirty (30) calendar days prior to the occurrence of such event.

25. CONFLICT OF INTEREST

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

26. JURISDICTION/LAW/SEVERABILITY

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

Any legal action, in law or equity, related to the performance or interpretation of this Agreement shall be filed only in the Superior Court for the State of California

located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. Prior to the filing of any legal action, the parties shall be obligated to attend a mediation session with a neutral mediator to try to resolve the dispute.

27. 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.

28. NON-DISCRIMINATION

In the performance of the terms of this Agreement, CONSULTANT shall not engage in nor permit others he/she 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.

29. 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 Section 5 (COMPENSATION) and Section 6 (PAYMENT).

30. INDEMNIFICATION

A. Basic Indemnity

To the fullest extent permitted by applicable law, CONSULTANT shall indemnify and hold harmless DISTRICT, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, breach of contract), recklessness or willful misconduct on the part of CONSULTANT or its Subconsultants or their respective employees, agents, representatives or independent contractors or liability whatsoever, based or asserted upon any services of CONSULTANT, its officers, employees, contractors, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including, but not limited to, property damage, bodily injury or death, or any other element of any kind or nature whatsoever arising from the performance of CONSULTANT, its officers, employees, contractors, subcontractors, agents or representatives ("Indemnitors") from this Agreement.

"Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgments, settlements, and expenses, including, without limitation, full and actual attorney's fees (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees, arbitrator and arbitration fees and mediator and mediation fees.

CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees, or subcontractors of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement, or any other benefit not explicitly set forth in this contract and arising out of work performed for DISTRICT pursuant to this Agreement. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph 31. B. below.

CONSULTANT shall defend, at its sole expense, all costs, and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle or compromise any such action or claim with the prior consent of DISTRICT, provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnitees as set forth herein. CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this Section and California Civil Code Section 2782, this Section shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve CONSULTANT from indemnifying the Indemnitees to the fullest extent allowed by law.

B. Indemnity for Design Professionals:

To the fullest extent permitted by applicable law, CONSULTANT agrees to and shall indemnify and hold harmless DISTRICT, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from all liability and any and all Losses that arise out of, pertain to, or relate to, to the extent caused by any alleged or actual negligence, recklessness or willful misconduct constituting professional negligence on the part of CONSULTANT or its Subconsultants, or their respective directors, officers, partners, employees, agents, representatives or independent contractors, or any person or organization for whom CONSULTANT is responsible, arising out of or from the performance of services under this Agreement. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not

required under the provisions of this section.

As respects each and every indemnification herein, CONSULTANT shall defend and pay, at its sole expense, all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards against the Indemnitees, any loss, suits, claims, demands, actions or proceedings to the extent and in proportion to the percentage such costs and fees arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of CONSULTANT arising out of or from the performance of professional design services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, or willful misconduct of CONSULTANT. The cost for defense shall apply whether or not CONSULTANT is a party to the lawsuit and shall apply whether or not CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.

Without affecting the rights of DISTRICT under any other provision of this Agreement, CONSULTANT shall not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a Loss due to that Indemnitee's negligence, recklessness, or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of CONSULTANT and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle or compromise

any such action or claim with the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnitees as set forth herein.

CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to Indemnitees the appropriate form of dismissal relieving Indemnitees from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT's obligations to indemnify and hold harmless Indemnitees from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONSULTANT from indemnifying DISTRICT to the fullest extent allowed by law.

- C. CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in sections 31, A and B from each and every Subconsultant of every Tier. CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

31. EDD REPORTING REQUIREMENTS – In order to comply with child support enforcement requirements of the State of California, DISTRICT may be required to

submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department ("EDD"). CONSULTANT agrees to furnish the required data and certifications to DISTRICT within ten (10) days of notification of award of Agreement when required by EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of CONSULTANT to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of CONSULTANT to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONSULTANT has any questions concerning this reporting requirement, please call 916.657.0529. CONSULTANT should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

32. FORCE MAJEURE – If either of the parties cannot comply with any provision of this Agreement due to causes beyond its reasonable control and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders or other similar acts, such party shall not be held liable for such failure to comply.
33. DELEGATION OF AUTHORITY – Upon execution of this Agreement and in DISTRICT's General Manager-Chief Engineer's absence, the DISTRICT's: Assistant Chief Engineers, Chief of Finance, and Chief of Development Services, are designated as Authorized Signatory(ies) and shall be authorized to sign and approve Task Orders issued under this Agreement. This authority is given only for Task Orders that directly impact or relate to the Division of the Chief holding the signatory authority. Any

changes to the approved scope of services of a Task Order issued under this Agreement must be authorized by DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, and shall be made in accordance with Section 23 (CHANGES TO TASK ORDER SCOPE OF SERVICES). The duration of this delegation shall not exceed the Term of Agreement.

34. RECORD RETENTION/AUDIT – CONSULTANT shall retain complete and accurate records relating to all reports, documents, and related records documents, including records related to the nature and extent of CONSULTANT's costs incurred while providing services authorized under this Agreement, for at least five (5) years following the termination of this Agreement. These records shall, upon request, be made available for inspection by DISTRICT.

DISTRICT, the County of Riverside, the State of California or any of their duly authorized representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CONSULTANT agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

35. 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 observe all federal, state and county laws, and county policies concerning confidentiality of records.

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 this Agreement with any of its subcontractors.

36. ENTIRE AGREEMENT – This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.
37. COUNTERPARTS: ELECTRONIC SIGNATURES – This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA" Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

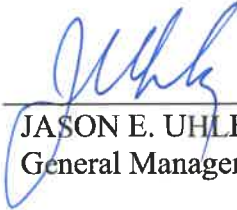
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on


6/13/2023

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,
a body politic

By: 
JASON E. UHLEY
General Manager-Chief Engineer

By: 
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By: 
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By: 
Deputy

(SEAL)

Consulting Services Agreement
Jennings Environmental LLC
On-Call Environmental Planning and Regulatory Technical Services
05/22/2023
MM:rlp

JENNINGS ENVIRONMENTAL, LLC
a California limited liability company

By: 
EUGENE CLAYTON JENNINGS
Principal

Consulting Services Agreement
Jennings Environmental LLC
On-Call Environmental Planning and Regulatory Technical Services
05/22/2023
MM:rlp

ATTACHMENT A

**TABLE E-1
ENVIRONMENTAL AND REGULATORY SERVICES**

TASK		CONDUCT	SUB-CONSULT	TRAIN	PEER REVIEW
<i>Check All Applicable Services</i>					
E.1	Cultural resources investigations, surveys, and monitoring, including short notice discovery response and assessments. AB-52 services: Assist and advise the District with Tribal consultations, legal authorities and other Tribal matters.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.2	Paleontological resources investigations, surveys, and monitoring, including short notice discovery response and assessment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.3	General biological resources assessment, MSHCP Consistency Assessment, HANS, JPR, and DBESP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.4	Focused surveys, monitoring, trapping, holding/handling, or relocating. (Please complete <i>Table E-2 Riverside County Listed Species</i>)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.5	Pre-construction nesting bird, burrowing owl, and other species surveys, and short notice biological resources discovery response and assessment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.6	Jurisdictional delineations, including permit preparation and negotiation with Resource Agencies, and HMMP report preparation. Regulatory specialist support services to assist with permit negotiations such as Sections 404/401, 1602, Endangered Species Act, MSHCP, WOTUS, assist and advise the District with regulatory compliance, legal authorities and other regulatory issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.7	Invasive vegetation removal, habitat restoration and enhancement, HMMP implementation, and plant pallet/seed mix and cuttings/plantings for District mitigation projects and/or facilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.8	Environmental planning, project management, contract Planner that serves as an extension of staff; this may require staff to be embedded at the District office or may be a remote assignment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Task E.1 Cultural Resources Investigations, Surveys, and Monitoring, including Short Notice Discovery Response and Assessment, and AB52 Assistance

Prepare a Cultural Resources Report that addresses all potential issues related to archaeological, traditional, and built environment resources in accordance with applicable federal, state, and local laws and regulations regarding cultural resources pursuant to CEQA/NEPA and/or regulatory permitting processes including, but not limited to, Section 106 of the National Historic Preservation Act.

Typical services include record search, map and literature search, Sacred Lands records check with the Native American Heritage Commission (NAHC), scoping with tribes, pedestrian surveys, identification of the Area of Potential Effect (APE), cultural resource recordation and evaluation, mitigation plans Historic American Buildings Survey (HABS), and the Historic American Engineering Record (HAER), when necessary.

Conduct cultural resources monitoring for District construction and/or maintenance activities.

Consultants should be available on short notice (24 to 72 hours) to assess and respond to any accidental cultural resource's discoveries during ongoing construction, operations, and maintenance work. This includes evaluating any discoveries in compliance with applicable laws and regulations.

AB-52 services: Assist and advise the District with Tribal consultations, legal authorities, managing Tribal and archeological monitors, and other Tribal matters related to both state and federal laws. This is a special category of services for those consultants that are well-versed in AB52 and other state and federal Tribal-related laws.

Task E.2 Paleontological Resources Investigations, Surveys, and Monitoring, including Short Notice Discovery Response and Assessment

Prepare a Paleontological Resources Assessment including paleontological resource records searches, literature searches, and pedestrian surveys in order to identify potential issues related to paleontological resources in accordance with applicable federal, state, and local laws and regulations, CEQA/NEPA environmental review and/or regulatory permitting processes.

Conduct paleontological resources monitoring for District construction and/or maintenance activities. For properties found to have high sensitivity for paleontological resources, provide paleontological resource mitigation plans, construction monitoring, recovery of resources, preparation and identification of specimens, and reporting that meets County of Riverside review standards.

Consultants should be available on short notice (24 to 72 hours) to assess and respond to any accidental paleontological resource discoveries during ongoing construction, operations and maintenance work. This includes evaluating any discoveries in compliance with applicable laws and regulations and advising the District on such.

Task E.3 General Biological Resources Assessment, MSHCP Consistency Assessment, HANS, JPR and DBESP

Prepare a Biological Resources Assessment that addresses any potential biological issues and concerns for the project area including, but not limited to:

- Literature review and reconnaissance surveys to prepare habitat assessments for sensitive or listed plant and wildlife species.
- Biological resources impact analysis in accordance with CEQA in terms of regional planning, and city, state and federal laws and guidelines to comply with all existing biological resource laws, regulations, and court precedent.
- Propose recommendations for avoidance and/or measures to minimize impacts.

- Implement applicable Habitat Conservation Plans consistency assessment, such as the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP), Coachella Valley MSHCP, and Tribal Habitat Conservation Plans. Prepare Joint Project Review (JPR) and Determination of Biological Equivalent or Superior Preservation (DBESP); advise the District on such matters as needed.

Task E. 4 Focused Surveys, Monitoring, Trapping, Holding/Handling or Relocating

Perform focused surveys for sensitive or listed plant and wildlife species to comply with CEQA, MSHCP, FESA, and CESA. Staff must be familiar with accepted protocols for listed and/or sensitive species. Please also fill out Table E-2 to show the qualifications your firm or your subs for specific species shown in the table. If your firm has permitted biologists, please specify by staff name and permits held. Indicate your firm's permitted level of interaction with the species listed on Table E-2 (e.g., permits to monitor, handle, or relocate species such as SBKR, LAPM, burrowing owls, the Santa Ana Sucker, Casey's June Beetle, etc.).

Task E. 5 Pre-construction Nesting Bird, Burrowing Owl, and Other Species Surveys, and Short Notice Biological Resources Discovery Response and Assessment

Perform pre-construction surveys for nesting birds, burrowing owls, and other species to comply with CEQA, MSHCPs, FESA, CESA, Migratory Bird Act, and regulatory permits. Consultants should be available by short notice (24 to 72 hours) to respond and assess species sited near the District's construction, operations, and/or maintenance work and recommend avoidance measures

Task E. 6 Jurisdictional Delineations, including Permit Application Preparation and Negotiation with Resource Agencies, and Habitat Mitigation and Monitoring Plan (HMMP) Report Preparation

Prepare a Jurisdictional Area Delineation Report and Impact Analysis, including significant nexus evaluation, that addresses potential issues related to "Waters of the U.S." and wetlands (Clean Water Act), "Waters of the State" and wetlands (Porter-Cologne Water Quality Control Act), and areas under the jurisdiction of the California Department of Fish and Game Code (Section 1600 et. seq.).

Prepare a HMMP in compliance with project permits.

Provide regulatory specialist support services to assist with permit negotiations such as Sections 404/401, 1602, Endangered Species Act, MSHCP, WOTUS, assist and advise the District with regulatory compliance, legal authorities and other regulatory issues.

Task E. 7 Invasive Vegetation Removal, Habitat Restoration and Enhancement, HMMP Implementation, Plant Pallet/Seed Mix, and Cuttings/Plantings for District Mitigation Projects and/or Facilities

Perform field work such as invasive plant removal, trash removal, plantings including cuttings, hydroseed and container plants, irrigation placement and maintenance, monitoring, and reporting to meet regulatory permit requirements and/or to implement an approved HMMP. Additionally, consultants should be able to provide plant pallet/seed mix for District projects and facilities. Please describe any regulatory permits (Sections 404/ 401, 1602 and aquatic pesticides) that your firm currently has that authorize invasive plant removal within jurisdictional areas.

Task E. 8 Environmental Planning, Project Management, Contract Planner

Perform general environmental planning services including but not limited to technical report and document reviews, project management and serving as a peer review of various environmental and regulatory tasks functions. This category requires utilizing a contract Planner that serves as an extension of District staff; this may require staff to be embedded at the District office or may be a remote assignment.

If you checked Item E.4 Focused Surveys, please populate this matrix with a list of projects showing your capability with the species shown. Note that additional blank lines are provided to add species for which your firm/subs are permitted in the various areas. Include this table within Section 1 of your Service Category Qualifications PDF (see RFQ Section VI.C for more info).

Peninsular bighorn sheep	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
San Bernardino Kangaroo rat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLANTS								
Coachella Valley MSHCP Covered Plants (Coachella Valley milkvetch, Little San Bernardino Mountains Linanthus, Orocopia Sage, Mecca Aster)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Santa Ana River Woolly Star	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Western Riverside MSHCP Narrow Endemic Plant Species	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Western Riverside MSHCP Criteria Area Plant Species	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTHER								
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Blank lines provided to add species for which your firm/subs are permitted.</i>								

ATTACHMENT B

TASK ORDER APPROVAL

CONSULTANT: **@**

PROJECT NAME: **@**

The Scope of Services for this Task Order, 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" (incorporated herein by this reference) for a fee amount of @ unless otherwise modified by DISTRICT's Project Manager in a subsequent Task Order. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "B" and incorporated herein by this reference.

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

Dated _____
(To be filled in by General Manager-Chief Engineer)

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

By: _____
JASON E. UHLEY
General Manager-Chief Engineer

@(Company)(Bold And Cap)

By: _____
@(name)
@(title)

@@@:@@@
P8/@@@@

CONSULTING SERVICES AGREEMENT
On-Call Environmental Planning and Regulatory
Technical Services
FY 2022-23 to FY 2025-26

The Multi-Year Consulting Services Agreement ("Agreement") dated as of June 13, 2023 is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, hereinafter called "DISTRICT", and ASPEN ENVIRONMENTAL GROUP, a California corporation, hereinafter called "CONSULTANT". DISTRICT and CONSULTANT are sometimes individually referred to herein as a "party" and collectively as the "parties". The parties hereby agree as follows:

1. SERVICE CATEGORY

Upon DISTRICT's request, CONSULTANT shall provide on-call services to DISTRICT for Service Categories Professional Environmental Planning and Regulatory Technical Services, as further described in "Service Categories & Tasks", attached hereto and incorporated herein as Attachment "A", in accordance with applicable federal, state and local laws and regulations.

2. SCOPE OF SERVICES

As requested by DISTRICT, CONSULTANT shall provide those services as described in the "Scope of Services", attached hereto and incorporated herein as Attachment "A", on an "on-call" basis. During the term of this Agreement, DISTRICT may request CONSULTANT to submit one or more proposals within any of the Service Categories for which the CONSULTANT is selected pursuant to Attachment "A". In the event DISTRICT finds CONSULTANT's proposal acceptable, DISTRICT may issue one or more Task Orders, the form of which shall generally conform with the "Task Order Approval Form" (attached hereto and incorporated herein as Attachment "B"). 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).

3. PERSONNEL

A. Project Manager

For each Task Order, DISTRICT shall designate a staff representative who shall act as DISTRICT's Project Manager ("Project Manager") for the Task Order. In the event DISTRICT changes its Project Manager, it shall notify CONSULTANT in writing.

B. CONSULTANT's Representative

CONSULTANT shall appoint a Designated Representative for each assigned Task Order who shall be responsible for coordinating all aspects of the assigned Task Order. CONSULTANT's Designated Representative shall be available to DISTRICT's Project Manager at reasonable times. In the event CONSULTANT changes its Designated Representative, it shall notify DISTRICT in writing.

C. Substitution of Key Personnel

At the time of Task Order approval, CONSULTANT shall identify to DISTRICT's Project Manager the Key Personnel who are responsible for executing Task Order. Should one or more of the identified Key Personnel become unavailable, CONSULTANT may substitute other personnel of equal or greater competence upon DISTRICT's written approval. In the event that DISTRICT and CONSULTANT cannot come to an agreement regarding substitution of the Key Personnel, DISTRICT may terminate the Task Order, pursuant to the applicable provisions of this Agreement.

4. TERM

The term of this Agreement shall commence on the date it is executed by DISTRICT's Board of Supervisors and shall remain in effect through the required date for completion of an assigned Task Order, provided that such Task Order was approved prior to June 30, 2026 and is to be completed by June 30, 2027.

5. COMPENSATION

CONSULTANT shall receive compensation for all services satisfactorily performed and expenses incurred under this Agreement in accordance with the terms of the approved Task Order(s). The cumulative total of all task orders shall not exceed \$600,000 over the entire term of this Agreement.

6. PAYMENT

Payment shall be made in accordance with the Compensation/Fee Rate Schedule attached to an approved Task Order. Unless otherwise agreed, progress payments shall be processed on a monthly basis. Upon satisfactory performance of CONSULTANT's services pursuant to an approved Task Order, DISTRICT shall pay CONSULTANT within forty-five (45) calendar days after DISTRICT's approval of CONSULTANT's invoice(s). DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

CONSULTANT shall keep employee and expense records according to customary accounting methods and such records shall, upon request, be available for inspection by DISTRICT to verify CONSULTANT's invoices. CONSULTANT's invoices shall itemize charges to conform with the Compensation/Fee Rate Schedule negotiated for the specific Task Order. DISTRICT shall notify CONSULTANT of any disputed charges within thirty (30) calendar days of receipt of CONSULTANT's invoice. **DISTRICT reserves the right to withhold payment for work that is not**

invoiced in a timely manner.

7. INVOICES

All work shall be invoiced in a timely manner. All invoices shall be mailed directly to DISTRICT's Accounts Payable Section. Each invoice shall include the following information:

- A. Purchase Order Number associated with the approved Task Order – (as provided by DISTRICT).
- B. Billing Period – (indicating the date(s) when the services were rendered).

Monthly invoices shall be mailed to DISTRICT no later than the 15th day of the month following the end of the Billing Period. Periodic single invoices shall be mailed within forty-five (45) business days of Task Order completion. Incomplete invoices will be returned to CONSULTANT for correction.

8. PROJECT PERFORMANCE

A. Commencement of Services

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

B. Time of Completion

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

9. LICENSES

At all times while performing services under this Agreement, CONSULTANT, its employees, agents, contractors and subcontractors shall possess all necessary and appropriate federal and/or state permits and maintain professional licenses required by the applicable federal, state and local regulations.

10. STANDARD OF CARE

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

11. ERRORS AND OMISSIONS

In the event CONSULTANT's data, technical studies, reports, plans, specifications, estimates, work products or any other documents furnished under this Agreement contain any errors or omissions that cause DISTRICT to incur additional expense beyond what would have otherwise resulted if there were no errors or omissions in CONSULTANT's data, technical studies, reports, plans, specifications, estimates, work products or any other documents, any such additional expense shall be borne solely by CONSULTANT. When the agreed upon scope of services to be performed by CONSULTANT are not in conformance with the terms of this Agreement, DISTRICT shall have the right to require CONSULTANT to perform the agreed upon scope of services in conformance with the terms of this Agreement at no additional cost to DISTRICT. When the agreed upon scope of services are not in conformance with the terms of this Agreement and are of such a nature that they cannot be corrected, DISTRICT shall have the right to (1) require CONSULTANT immediately to take all necessary steps to ensure future performance in conformity with the terms of this Agreement and (2) reduce the Agreement price to reflect the reduced value of the

services performed. In the event CONSULTANT receives payment under this Agreement which is later disallowed by DISTRICT for nonconformance with the terms of the Agreement, CONSULTANT shall promptly refund the disallowed amount to DISTRICT on request; or at its option, DISTRICT may offset the amount disallowed from any payment due to CONSULTANT.

12. PERMITS AND RIGHTS OF ENTRY

DISTRICT shall obtain all necessary rights of entry that may be required in order for CONSULTANT to perform the services stipulated by an approved Task Order within and upon privately-owned property. CONSULTANT shall obtain all necessary permits or rights of entry that may be required in order for CONSULTANT to perform the services stipulated by an approved Task Order from any and all affected public entities. Sufficient evidence of having obtained such permits and/or rights of entry shall be furnished to DISTRICT by CONSULTANT, prior to initiation of work. CONSULTANT shall prosecute the work in such a manner as to minimize public inconvenience and possible hazard and shall restore the streets and other work areas to their original condition and former usefulness as soon as practicable. CONSULTANT shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.

13. 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: Finance Division

ASPEN ENVIRONMENTAL
GROUP
5020 Chesebro Road, Suite 200
Agoura Hills, CA 91301
Attn: Neda R. Delmont

14. REQUIRED INSURANCE

CONSULTANT shall not commence operations until DISTRICT has been furnished with original certificate(s) of insurance and certified original 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. As respects to the insurance section, DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

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 Employers' 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.
- B. Commercial General Liability: Commercial General Liability insurance coverage, including, but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT's performance of its obligations hereunder. Policy shall name DISTRICT as additional insured. Policy's limit of liability shall not be less than

\$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

- C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name DISTRICT as additional insureds.
- 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 its' sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 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 for as long as the law allows.
- E. General Insurance Provisions – All Lines:

- i. 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 DISTRICT's Risk Manager. If DISTRICT's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.
- ii. 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 DISTRICT's Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to DISTRICT and at the election of DISTRICT'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, and defense costs and expenses.
- iii. CONSULTANT shall cause their insurance carrier(s) to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein and 2) if requested to do so orally or in writing by DISTRICT's 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 a minimum of thirty (30) calendar

days written notice shall be given to DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONSULTANT's insurance carrier(s) policies do not meet the minimum notice requirement found herein, CONSULTANT shall cause CONSULTANT's insurance carrier(s) to furnish a thirty (30) day Notice of Cancellation Endorsement.

- iv. 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 date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- v. It is understood and agreed by the parties hereto that CONSULTANT's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- vi. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance

and the monetary limits of liability required under this Agreement if, in DISTRICT's Risk Manager's reasonable judgment, the amount or type of insurance carried by CONSULTANT has become inadequate.

- vii. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- viii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- ix. CONSULTANT agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

15. WORK PRODUCT

CONSULTANT shall provide DISTRICT with all data, calculations, technical studies, plans, specifications, computer files, field notes, estimates, drawings, logs, maps, exhibits, reports and any other documents as set forth in the approved Task Order(s). All data, calculations, technical studies, plans, specifications, computer files, field notes, drawings, logs, maps, exhibits, reports and any other documents produced by CONSULTANT in the performance of the services as set forth in the approved Task Order(s) shall become and remain the sole property of DISTRICT. CONSULTANT shall not publish or transfer any material produced or resulting from activities supported by this Agreement without the written consent of the General Manager-Chief Engineer of DISTRICT. If any such material is subject to copyright or trademark, the parties agree that the right to any and all copyright and/or trademark in and to the material is expressly reserved to DISTRICT. If any such material is copyrighted, the parties hereto understand and agree that DISTRICT reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such

material, in whole or in part, and to authorize others to do so, provided written credit is given the author.

16. QUALITY CONTROL

CONSULTANT shall implement and maintain effective quality control procedures throughout all phases of assigned task and/or services. CONSULTANT shall have a quality control plan in effect during the entire time task and/or services are being performed under this Agreement. The plan shall establish a process whereby all calculations and documents prepared under this Agreement are independently checked, corrected and backchecked, and all pertinent job-related correspondence and memoranda are bound in appropriate job files. Evidence that the quality control plan is functional may be requested by DISTRICT. All documents and any other items submitted to DISTRICT for review shall be initialed by CONSULTANT's project manager, or his designee, as being fully checked and that the preparation of the material followed the quality control plan established for the work.

17. TERMINATION

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

A. Agreement

- 1) Terminate this Agreement without cause upon providing CONSULTANT thirty (30) business days written notice stating the extent and effective date of termination; or
- 2) Upon five (5) business days written notice, terminate this Agreement for CONSULTANT default, if CONSULTANT refuses or fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In the event of such termination, DISTRICT

may proceed with the work in any such manner it deems appropriate.

In the event DISTRICT issues a Notice of Termination, CONSULTANT shall: i) stop all work under this Agreement on the date specified in the Notice of Termination and ii) transfer to DISTRICT and deliver in the manner and to the extent, if any, as directed by DISTRICT any work product, equipment, files, records, data or reports prepared by CONSULTANT, whether partially or fully completed.

In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for all services performed in accordance with this Agreement to the date of termination, a total amount which bears the same ratio to the total maximum fee otherwise payable under this Agreement as the services actually bear to the total services necessary for performance of this Agreement. Notwithstanding any of the other provisions of this Agreement, CONSULTANT's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONSULTANT; or in the event of CONSULTANT's unwillingness or inability for any reason whatsoever to perform the duties hereunder; or if the Agreement is terminated pursuant to Section 29 (NON-DISCRIMINATION). In such event, CONSULTANT shall not be entitled to any further compensation under this Agreement. The rights and remedies of DISTRICT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Approved Task Order

Terminate an approved Task Order or portion thereof without cause upon providing CONSULTANT fourteen (14) calendar days written notice stating the extent and effective date of termination. In the event DISTRICT issues a Notice of Termination for an approved Task Order, CONSULTANT shall: i) stop all work under the Task Order on the date specified in the Notice of Termination and ii) transfer to DISTRICT and deliver in the manner and to the extent, if any, as directed by DISTRICT any work product, data or reports prepared by CONSULTANT, whether partially or fully completed.

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

18. BASIC SERVICES OF CONSULTANT

The scope of services associated with the performance of any specific Task Order under this Agreement shall be expressly defined and agreed upon prior to the approval of the Task Order by DISTRICT's General Manager-Chief Engineer, or in his/her absence his/her duly authorized representative ("Authorized Signatory"). Any changes to the approved scope of services must be authorized by DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, and shall be made in accordance with Section 23 (CHANGES TO TASK ORDER SCOPE OF SERVICES).

All work prepared by CONSULTANT shall be subject to the approval of DISTRICT's Project Manager. CONSULTANT shall allow Project Manager to inspect and

review CONSULTANT's work in progress at any reasonable time. All reports, working papers and similar work products prepared for submission in the course of providing services under this Agreement shall be submitted to the Project Manager in draft form. In the event that Project Manager, in his or her sole discretion, determines the formally submitted work product to be incomplete or otherwise inadequate, CONSULTANT may be required to revise and resubmit the work at no additional cost to DISTRICT. Should CONSULTANT fail to make requested corrections in a timely manner, such corrections may be made by DISTRICT and the cost thereof charged to CONSULTANT. Neither DISTRICT's review nor approval shall give rise to any liability or responsibility on the part of DISTRICT, or waive any of DISTRICT's rights, or relieve CONSULTANT of its professional responsibilities or obligations under this Agreement.

19. PREVAILING WAGE

CONSULTANT shall comply with all applicable provisions of the California State Labor Code regarding prevailing wages, Department of Industrial Relations Division of Apprenticeship Standards Labor and Labor Codes. All workers shall be paid not less than the general prevailing rate of wages and benefits for work of a similar character in the locality in which the work is performed, as provided in Labor Code Sections 1770 et seq. Pursuant to the Labor Code, DISTRICT has obtained for the Board of Supervisors of DISTRICT from the Director of the Department of Industrial Relations, State of California, his determinations of general prevailing rates of per diem wages applicable to the work and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, apprentices and similar purposes for each craft, classification or type of workman needed, as set forth on the schedule which is on file at DISTRICT office and which will be made available to any

interested person upon request.

20. INDEPENDENT CONTRACTOR/NON-EXCLUSIVE AGREEMENT

CONSULTANT and the agents and employees of CONSULTANT shall act at all times in an independent capacity during the term of this Agreement and in the performance of the services to be rendered hereunder and shall not act as or shall not be and shall not in any manner be considered to be employees or agents of DISTRICT. This is not an exclusive agreement between DISTRICT and CONSULTANT, and DISTRICT may obtain the same or similar services from another firm if DISTRICT determines that is appropriate. DISTRICT is not obligated to have CONSULTANT provide a specific minimum amount of services pursuant to this Agreement.

21. SUBCONTRACTING

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

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

In the event CONSULTANT subcontracts any portion of CONSULTANT's duties

under this Agreement, CONSULTANT shall require its sub-consultants to comply with the terms of this Agreement in the same manner as required of CONSULTANT. The fact that CONSULTANT employs sub-consultants not in his regular employ shall not relieve CONSULTANT of any responsibility regarding the adequacy of the sub-consultant's work performed or services provided pursuant to this Agreement.

22. CHANGES TO TASK ORDER SCOPE OF SERVICES

CONSULTANT shall not perform any additional work or services outside the scope of an approved Task Order without the prior written approval of DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory. If, at any time during the performance of an approved Task Order, CONSULTANT believes that it is necessary to include certain work or services which are not clearly covered under the scope of an approved Task Order, CONSULTANT shall immediately notify the Project Manager in writing of CONSULTANT's assertion that the work is out of scope. Said notification by CONSULTANT to the Project Manager shall not in any way be construed as proving that the work or services in question are outside the scope of the Task Order. The Project Manager must approve or reject CONSULTANT's assertion in writing. In the event the Project Manager determines that CONSULTANT is correct, the additional work or services shall be authorized by a new or revised Task Order that covers the new scope, cost and schedule. In the event that such notification is not given or if the Project Manager is not afforded an opportunity to negotiate the appropriate fee for such additional services prior to CONSULTANT's commencement of such additional services, then CONSULTANT shall be deemed to have agreed to perform the work or services without any additional compensation and to have accepted sole responsibility for the performance of said work or services. Extra work done or services performed without a new or revised Task Order

from DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, shall be considered unauthorized and shall not be paid for by DISTRICT.

At any time during the performance of an approved Task Order, DISTRICT may request that CONSULTANT perform extra services. Any work which is determined by DISTRICT to be necessary for the proper completion of the approved Task Order, but which neither CONSULTANT nor DISTRICT reasonably anticipated would be necessary at the time the scope of services for the assigned Task Order was approved, must be authorized by DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, by a new or revised Task Order.

At any time during the performance of the Task Order, the Project Manager, upon providing five (5) business days written notice to CONSULTANT, may delete services and the associated fees from the Task Order. In the event DISTRICT requests deletion of services from the Task Order, DISTRICT shall make payment for all services satisfactorily performed in accordance with the negotiated Task Order up to the effective date of deletion; the amount of the payment shall be prorated to the total services necessary for completion of the Task Order. Any work product developed for the deleted services shall be provided to DISTRICT.

23. DISPUTES

A. In the event CONSULTANT considers any work demanded of CONSULTANT to be outside the requirements of this Agreement, or if CONSULTANT considers any order, instruction or decision of DISTRICT to be unfair, CONSULTANT shall promptly, upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon CONSULTANT shall proceed without delay to perform the work or to conform to the order, instruction or

decision. However, if CONSULTANT finds such order, instruction or decision unsatisfactory, CONSULTANT shall, within twenty-one (21) calendar days after receipt of same, file a written protest with DISTRICT stating clearly and in detail its objections and reasons therefor. Except for such protests or objections as are made of record in the manner specified and within the time stated herein, and except for such instances where the basis of a protest could not reasonably have been foreseen by CONSULTANT within the time limit specified for protest, CONSULTANT hereby waives all grounds for protests or objections to orders, instruction or decisions of DISTRICT and hereby agrees that, as to all matters not included in such protests, the orders, instructions and decisions of DISTRICT will be limited to matters properly falling within DISTRICT's authority.

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

24. ASSIGNMENT

Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of DISTRICT and approval by DISTRICT Board of Supervisors. The following events shall not be deemed an assignment and would not require prior written consent by DISTRICT:

- A. A partner in a partnership may transfer all or part of his/her or its interest in the partnership to: 1) another partner of the partnership; 2) by intestate succession or testamentary disposition on the partner's death; 3) by a gift to a partner's spouse

or children, to a trustee for the partner's spouse or children, or both or 4) to a corporation if, immediately after the transfer, the partner making the transfer continues to own at least 50 percent of that corporation's voting shares.

- B. Any merger, consolidation or other reorganization of CONSULTANT, or the sale of other transfer of a non-controlling percentage of the capital stock or interest of CONSULTANT, or the sale of not more than 50 percent of the value of CONSULTANT's assets.

For any of the above events not deemed as an assignment, such events shall require written notice to DISTRICT at least thirty (30) calendar days prior to the occurrence of such event.

25. CONFLICT OF INTEREST

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

26. JURISDICTION/LAW/SEVERABILITY

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

Any legal action, in law or equity, related to the performance or interpretation of this Agreement shall be filed only in the Superior Court for the State of California located in Riverside, California, and the parties waive any provision of law providing

for a change of venue to another location. Prior to the filing of any legal action, the parties shall be obligated to attend a mediation session with a neutral mediator to try to resolve the dispute.

27. 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.

28. NON-DISCRIMINATION

In the performance of the terms of this Agreement, CONSULTANT shall not engage in nor permit others he/she 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.

29. 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 Section 5 (COMPENSATION) and Section 6 (PAYMENT).

30. INDEMNIFICATION

A. Basic Indemnity

To the fullest extent permitted by applicable law, CONSULTANT shall indemnify and hold harmless DISTRICT, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, breach of contract), recklessness or willful misconduct on the part of CONSULTANT or its Subconsultants or their respective employees, agents, representatives or independent contractors or liability whatsoever, based or asserted upon any services of CONSULTANT, its officers, employees, contractors, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including, but not limited to, property damage, bodily injury or death, or any other element of any kind or nature whatsoever arising from the performance of CONSULTANT, its officers, employees, contractors, subcontractors, agents or representatives ("Indemnitors") from this Agreement.

"Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgments, settlements and expenses, including, without limitation, full and actual attorney's fees (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees, arbitrator and arbitration fees and mediator and mediation fees.

CONSULTANT further agrees to and shall indemnify and hold harmless the

Indemnites from all liability arising from suits, claims, demands, actions or proceedings made by agents, employees or subcontractors of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this contract and arising out of work performed for DISTRICT pursuant to this Agreement. The Indemnites shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph 31. B. below.

CONSULTANT shall defend, at its sole expense, all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, the Indemnites in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle or compromise any such action or claim with the prior consent of DISTRICT, provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnites as set forth herein. CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or

circumscribe CONSULTANT's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this Section and California Civil Code Section 2782, this Section shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve CONSULTANT from indemnifying the Indemnitees to the fullest extent allowed by law.

B. Indemnity for Design Professionals:

To the fullest extent permitted by applicable law, CONSULTANT agrees to and shall indemnify and hold harmless DISTRICT, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from all liability and any and all Losses that arise out of, pertain to, or relate to, to the extent caused by any alleged or actual negligence, recklessness or willful misconduct constituting professional negligence on the part of CONSULTANT or its Subconsultants, or their respective directors, officers, partners, employees, agents, representatives or independent contractors, or any person or organization for whom CONSULTANT is responsible, arising out of or from the performance of services under this Agreement. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section.

As respects each and every indemnification herein, CONSULTANT shall defend and pay, at its sole expense, all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards against the Indemnitees, any loss, suits, claims, demands, actions or proceedings to the extent and in proportion to the percentage such costs and fees arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of CONSULTANT arising out of or from the performance of professional design services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness or willful misconduct of CONSULTANT. The cost for defense shall apply whether or not CONSULTANT is a party to the lawsuit, and shall apply whether or not CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.

Without affecting the rights of DISTRICT under any other provision of this Agreement, CONSULTANT shall not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a Loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of CONSULTANT and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle or compromise any such action or claim with the prior consent of DISTRICT; provided, however,

that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnitees as set forth herein.

CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to Indemnitees the appropriate form of dismissal relieving Indemnitees from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT's obligations to indemnify and hold harmless Indemnitees from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONSULTANT from indemnifying DISTRICT to the fullest extent allowed by law.

- C. CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in sections 31, A and B from each and every Subconsultant of every Tier. CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

31. EDD REPORTING REQUIREMENTS – In order to comply with child support enforcement requirements of the State of California, DISTRICT may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment

Development Department ("EDD"). CONSULTANT agrees to furnish the required data and certifications to DISTRICT within ten (10) days of notification of award of Agreement when required by EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of CONSULTANT to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of CONSULTANT to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONSULTANT has any questions concerning this reporting requirement, please call 916.657.0529. CONSULTANT should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

32. FORCE MAJEURE – If either of the parties cannot comply with any provision of this Agreement due to causes beyond its reasonable control and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders or other similar acts, such party shall not be held liable for such failure to comply.
33. DELEGATION OF AUTHORITY – Upon execution of this Agreement and in DISTRICT's General Manager-Chief Engineer's absence, the DISTRICT's: Assistant Chief Engineers, Chief of Finance, and Chief of Development Services, are designated as Authorized Signatory(ies) and shall be authorized to sign and approve Task Orders issued under this Agreement. This authority is given only for Task Orders that directly impact or relate to the Division of the Chief holding the signatory authority. Any changes to the approved scope of services of a Task Order issued under this Agreement

must be authorized by DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, and shall be made in accordance with Section 23 (CHANGES TO TASK ORDER SCOPE OF SERVICES). The duration of this delegation shall not exceed the Term of Agreement.

34. RECORD RETENTION/AUDIT – CONSULTANT shall retain complete and accurate records relating to all reports, documents and related records documents, including records related to the nature and extent of CONSULTANT's costs incurred while providing services authorized under this Agreement, for at least five (5) years following the termination of this Agreement. These records shall, upon request, be made available for inspection by DISTRICT.

DISTRICT, the County of Riverside, the State of California or any of their duly authorized representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CONSULTANT agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

35. 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 observe all federal, state and county laws, and county policies concerning confidentiality of records.

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 this Agreement with any of its subcontractors.

36. ENTIRE AGREEMENT – This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.
37. COUNTERPARTS: ELECTRONIC SIGNATURES – This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA" Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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


10/13/2023

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,
a body politic

By: 
JASON E. UHLEY
General Manager-Chief Engineer


By: 
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By: 
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By: 
Deputy

(SEAL)

Consulting Services Agreement
Aspen Environmental Group
On-Call Environmental Planning and Regulatory Technical Services
05/22/2023
MM:blm:rlp

ASPEN ENVIRONMENTAL GROUP,
a California corporation

By: *Hamid Rastegar*
HAMID RASTEGAR
President

Consulting Services Agreement
Aspen Environmental Group
On-Call Environmental Planning and Regulatory Technical Services
05/22/2023
MM:blm:rlp

Certificate Of Completion

Envelope Id: EC2585AE2E344F00A46F70B36C1145EE	Status: Completed
Subject: Complete with DocuSign: Aspen - On-Call Environmental Planning and Regulatory Technical Service...	
Source Envelope:	
Document Pages: 37	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
EnvelopeId Stamping: Enabled	Neda Rastegar
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	5020 Chesebro Road, Suite 200
	Agoura Hills, CA 91301
	nrastegar@aspeneq.com
	IP Address: 75.83.83.114

Record Tracking

Status: Original	Holder: Neda Rastegar	Location: DocuSign
May 24, 2023 14:58	nrastegar@aspeneq.com	

Signer Events

Hamid Rastegar
 hrastegar@aspeneq.com
 President
 Security Level: Email, Account Authentication (None)

Signature

Hamid Rastegar

Signature Adoption: Pre-selected Style
 Using IP Address: 66.150.196.58

Timestamp

Sent: May 24, 2023 | 14:59
 Viewed: May 24, 2023 | 15:09
 Signed: May 24, 2023 | 15:10

Electronic Record and Signature Disclosure:

Accepted: May 24, 2023 | 15:09
 ID: 1ca1c7e0-22f7-4d07-a5aa-c0a1894721f0

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	May 24, 2023 14:59
Certified Delivered	Security Checked	May 24, 2023 15:09
Signing Complete	Security Checked	May 24, 2023 15:10
Completed	Security Checked	May 24, 2023 15:10

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Aspen Environmental Group (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Aspen Environmental Group:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nrastegar@aspeneq.com

To advise Aspen Environmental Group of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at nrastegar@aspeneq.com and in the body of such request you must state: your previous e-mail address, your new e-mail address.

We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Aspen Environmental Group

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to nrastegar@aspeneq.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Aspen Environmental Group

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to nrastegar@aspeneq.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Aspen Environmental Group as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Aspen Environmental Group during the course of my relationship with you.

ATTACHMENT A

**TABLE E-1
ENVIRONMENTAL AND REGULATORY SERVICES**

TASK		CONDUCT	SUB-CONSULT	TRAIN	PEER REVIEW
<i>Check All Applicable Services</i>					
E.1	Cultural resources investigations, surveys, and monitoring, including short notice discovery response and assessments. AB-52 services: Assist and advise the District with Tribal consultations, legal authorities and other Tribal matters.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.2	Paleontological resources investigations, surveys, and monitoring, including short notice discovery response and assessment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.3	General biological resources assessment, MSHCP Consistency Assessment, HANS, JPR, and DBESP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.4	Focused surveys, monitoring, trapping, holding/handling, or relocating. (Please complete <i>Table E-2 Riverside County Listed Species</i>)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.5	Pre-construction nesting bird, burrowing owl, and other species surveys, and short notice biological resources discovery response and assessment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.6	Jurisdictional delineations, including permit preparation and negotiation with Resource Agencies, and HMMP report preparation. Regulatory specialist support services to assist with permit negotiations such as Sections 404/401, 1602, Endangered Species Act, MSHCP, WOTUS, assist and advise the District with regulatory compliance, legal authorities and other regulatory issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.7	Invasive vegetation removal, habitat restoration and enhancement, HMMP implementation, and plant pallet/seed mix and cuttings/plantings for District mitigation projects and/or facilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.8	Environmental planning, project management, contract Planner that serves as an extension of staff; this may require staff to be embedded at the District office or may be a remote assignment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Task E.1 Cultural Resources Investigations, Surveys, and Monitoring, including Short Notice Discovery Response and Assessment, and AB52 Assistance

Prepare a Cultural Resources Report that addresses all potential issues related to archaeological, traditional, and built environment resources in accordance with applicable federal, state, and local laws and regulations regarding cultural resources pursuant to CEQA/NEPA and/or regulatory permitting processes including, but not limited to, Section 106 of the National Historic Preservation Act.

Typical services include record search, map and literature search, Sacred Lands records check with the Native American Heritage Commission (NAHC), scoping with tribes, pedestrian surveys, identification of the Area of Potential Effect (APE), cultural resource recordation and evaluation, mitigation plans Historic American Buildings Survey (HABS), and the Historic American Engineering Record (HAER), when necessary.

Conduct cultural resources monitoring for District construction and/or maintenance activities.

Consultants should be available on short notice (24 to 72 hours) to assess and respond to any accidental cultural resource's discoveries during ongoing construction, operations, and maintenance work. This includes evaluating any discoveries in compliance with applicable laws and regulations.

AB-52 services: Assist and advise the District with Tribal consultations, legal authorities, managing Tribal and archeological monitors, and other Tribal matters related to both state and federal laws. This is a special category of services for those consultants that are well-versed in AB52 and other state and federal Tribal-related laws.

Task E. 2 Paleontological Resources Investigations, Surveys, and Monitoring, including Short Notice Discovery Response and Assessment

Prepare a Paleontological Resources Assessment including paleontological resource records searches, literature searches, and pedestrian surveys in order to identify potential issues related to paleontological resources in accordance with applicable federal, state, and local laws and regulations, CEQA/NEPA environmental review and/or regulatory permitting processes.

Conduct paleontological resources monitoring for District construction and/or maintenance activities. For properties found to have high sensitivity for paleontological resources, provide paleontological resource mitigation plans, construction monitoring, recovery of resources, preparation and identification of specimens, and reporting that meets County of Riverside review standards.

Consultants should be available on short notice (24 to 72 hours) to assess and respond to any accidental paleontological resource discoveries during ongoing construction, operations and maintenance work. This includes evaluating any discoveries in compliance with applicable laws and regulations and advising the District on such.

Task E.3 General Biological Resources Assessment, MSHCP Consistency Assessment, HANS, JPR and DBESP

Prepare a Biological Resources Assessment that addresses any potential biological issues and concerns for the project area including, but not limited to:

- Literature review and reconnaissance surveys to prepare habitat assessments for sensitive or listed plant and wildlife species.
- Biological resources impact analysis in accordance with CEQA in terms of regional planning, and city, state and federal laws and guidelines to comply with all existing biological resource laws, regulations, and court precedent.
- Propose recommendations for avoidance and/or measures to minimize impacts.

- Implement applicable Habitat Conservation Plans consistency assessment, such as the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP), Coachella Valley MSHCP, and Tribal Habitat Conservation Plans. Prepare Joint Project Review (JPR) and Determination of Biological Equivalent or Superior Preservation (DBESP); advise the District on such matters as needed.

Task E. 4 Focused Surveys, Monitoring, Trapping, Holding/Handling or Relocating

Perform focused surveys for sensitive or listed plant and wildlife species to comply with CEQA, MSHCP, FESA, and CESA. Staff must be familiar with accepted protocols for listed and/or sensitive species. Please also fill out Table E-2 to show the qualifications your firm or your subs for specific species shown in the table. If your firm has permitted biologists, please specify by staff name and permits held. Indicate your firm's permitted level of interaction with the species listed on Table E-2 (e.g., permits to monitor, handle, or relocate species such as SBKR, LAPM, burrowing owls, the Santa Ana Sucker, Casey's June Beetle, etc.).

Task E. 5 Pre-construction Nesting Bird, Burrowing Owl, and Other Species Surveys, and Short Notice Biological Resources Discovery Response and Assessment

Perform pre-construction surveys for nesting birds, burrowing owls, and other species to comply with CEQA, MSHCPs, FESA, CESA, Migratory Bird Act, and regulatory permits. Consultants should be available by short notice (24 to 72 hours) to respond and assess species sited near the District's construction, operations, and/or maintenance work and recommend avoidance measures

Task E. 6 Jurisdictional Delineations, including Permit Application Preparation and Negotiation with Resource Agencies, and Habitat Mitigation and Monitoring Plan (HMMP) Report Preparation

Prepare a Jurisdictional Area Delineation Report and Impact Analysis, including significant nexus evaluation, that addresses potential issues related to "Waters of the U.S." and wetlands (Clean Water Act), "Waters of the State" and wetlands (Porter-Cologne Water Quality Control Act), and areas under the jurisdiction of the California Department of Fish and Game Code (Section 1600 et. seq.).

Prepare a HMMP in compliance with project permits.

Provide regulatory specialist support services to assist with permit negotiations such as Sections 404/401, 1602, Endangered Species Act, MSHCP, WOTUS, assist and advise the District with regulatory compliance, legal authorities and other regulatory issues.

Task E. 7 Invasive Vegetation Removal, Habitat Restoration and Enhancement, HMMP Implementation, Plant Pallet/Seed Mix, and Cuttings/Plantings for District Mitigation Projects and/or Facilities

Perform field work such as invasive plant removal, trash removal, plantings including cuttings, hydroseed and container plants, irrigation placement and maintenance, monitoring, and reporting to meet regulatory permit requirements and/or to implement an approved HMMP. Additionally, consultants should be able to provide plant pallet/seed mix for District projects and facilities. Please describe any regulatory permits (Sections 404/ 401, 1602 and aquatic pesticides) that your firm currently has that authorize invasive plant removal within jurisdictional areas.

Task E. 8 Environmental Planning, Project Management, Contract Planner

Perform general environmental planning services including but not limited to technical report and document reviews, project management and serving as a peer review of various environmental and regulatory tasks functions. This category requires utilizing a contract Planner that serves as an extension of District staff; this may require staff to be embedded at the District office or may be a remote assignment.

If you checked Item E.4 Focused Surveys, please populate this matrix with a list of projects showing your capability with the species shown. Note that additional blank lines are provided to add species for which your firm/subs are permitted in the various areas. Include this table within Section 1 of your Service Category Qualifications PDF (see RFQ Section VI.C for more info).

Peninsular bighorn sheep	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
San Bernardino Kangaroo rat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLANTS									
Coachella Valley MSHCP Covered Plants (Coachella Valley milkvetch, Little San Bernardino Mountains Linanthus, Orocopia Sage, Mecca Aster)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Santa Ana River Woolly Star	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Western Riverside MSHCP Narrow Endemic Plant Species	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Western Riverside MSHCP Criteria Area Plant Species	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTHER									
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Blank lines provided to add species for which your firm/subs are permitted.</i>									

ATTACHMENT B
TASK ORDER APPROVAL

CONSULTANT: **@**

PROJECT NAME: **@**

The Scope of Services for this Task Order, 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" (incorporated herein by this reference) for a fee amount of @ unless otherwise modified by DISTRICT's Project Manager in a subsequent Task Order. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "B" and incorporated herein by this reference.

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

Dated _____
(To be filled in by General Manager-Chief Engineer)

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

By: _____
JASON E. UHLEY
General Manager-Chief Engineer

@(Company)(Bold And Cap)

By: _____
@(name)
@(title)

@@@:@@@
P8/@@@