CONSULTING SERVICES AGREEMENT
FY 2026-27 to FY 2030-31

The Consulting Services Agreement ("Agreement") dated as of July 1, 2026 is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic, hereinafter called "DISTRICT", and LARRY WALKER ASSOCIATES, INCORPORATED, 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 F and M, as further described in "Service Categories and 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 "B", 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 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 "C"). CONSULTANT understands and expressly agrees that the execution of this Agreement by CONSULTANT and/or the submission

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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 become effective on July 1, 2026 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, 2031 and is to be completed by June 30, 2032.

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 One Million Dollars ($1,000,000) 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 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 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 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

LARRY WALKER
ASSOCIATES, INCORPORATED
1480 Drew Avenue, Suite 100
Davis, CA 95618
Attn: Karen Ashby

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 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 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 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 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. **INTENTIONALLY DELETED**

17. 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 back-checked, 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.

18. TERMINATION

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

A. Agreement

i. Terminate this Agreement without cause upon providing CONSULTANT thirty business days written notice stating the extent and effective date of termination; or

ii. Upon five 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 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.

C. Notwithstanding anything contained in this Agreement. CONSULTANT may terminate this Agreement by providing ninety days written notice to DISTRICT in the event CONSULTANT is experiencing an organizational shift due to the loss of access to vital resources, personnel or assets necessary to fulfill its obligations under this Agreement.

19. 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. Any changes to the approved scope of services must be authorized by DISTRICT's General Manager-Chief Engineer 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.

20. 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.

21. 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.

22. 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.

23. 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. 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 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 by a new or revised Task Order.

At any time during the performance of the Task Order, the Project Manager, upon providing five 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.

24. 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 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.

25. ASSIGNMENT

Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of DISTRICT and approval by DISTRICT's 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; 4) to a corporation if, immediately after the transfer, the partner making the transfer continues to own at least fifty 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 fifty percent (50%) 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 days prior to the occurrence of such event.

26. 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.

27. 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.

28. 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.

29. 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.

30. NON-APPROPRIATION OF FUNDS

It is mutually agreed and understood that the obligation(s) of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for the reimbursement of CONSULTANT's fees. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONSULTANT in writing. This

Agreement shall be deemed terminated and have no further force and effect immediately upon receipt of DISTRICT's notification by CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to reimbursement of its costs in accordance with Section 5 (COMPENSATION) and Section 6 (PAYMENT).

31. 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 sub-consultants 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 sub-consultants, 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 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 31A and 31B 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.

32. 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 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.

33. 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.

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 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. NAME CHANGE – If CONSULTANT changes its name, CONSULTANT must provide written notice to DISTRICT within thirty days of the name change. The notification must include the legal documentation supporting the name change. Both Parties must then execute an amendment to this Agreement to reflect the new name, and any references to the old name will be replaced with the new name throughout the

Agreement. In the event the name change is the result of a merger or some other change in corporate status, CONSULTANT must provide the legal documents supporting the change in corporate status including the contract term that confirms the new entity has assumed responsibility for the contract with DISTRICT consistent with Section 25: Assignment.

37. DISENTANGLEMENT – CONSULTANT shall cooperate with DISTRICT and DISTRICT's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. CONSULTANT shall cooperate with DISTRICT's efforts to effectuate such transition with the goal of minimizing or eliminating any interruption of work required under the Agreement and any adverse impact on the provision of services or DISTRICT's activities; provided, however, that DISTRICT shall pay CONSULTANT on a time and materials basis at the then-applicable rates for all additional services performed in connection with such cooperation. CONSULTANT shall deliver to DISTRICT or its designee, at DISTRICT's request, all documentation and data related to DISTRICT, including, but not limited to, all work product provided in Section 15 of this Agreement, held by CONSULTANT, and after return of same, CONSULTANT shall destroy all copies thereof still in CONSULTANT's possession at no charge to DISTRICT. Such data delivery shall be in an electronic format to facilitate archiving or loading into a replacement application. DISTRICT and CONSULTANT shall mutually agree to the specific electronic format.

38. 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.

39. 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.

//

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

JUN 0 2 2026.
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

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

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

APPROVED AS TO FORM:

MINH C. TRAN
County Counsel

By: _____
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

ATTEST:

KIMBERLY RECTOR
Clerk of the Board

By: _____
Deputy

(SEAL)

Consulting Services Agreement with Larry Walker Associates, Incorporated
FY 2026-27 to FY 2030-31
04/14/26
AMR:blj

JUN 0 2 2026 14.5

Docusign Envelope ID: F1BC296B-9C45-8C38-8034-5697E06DDA2E

LARRY WALKER ASSOCIATES, INCORPORATED, a California corporation

Signed by:
Karen Ashby
03665BCB518C435...

KAREN ASHBY 4/22/2026
Vice President

Consulting Services Agreement with Larry Walker Associates, Incorporated
FY 2026-27 to FY 2030-31
04/14/26
AMR:blj

docusign

Certificate Of Completion

Envelope Id: F1BC296B-9C45-8C38-8034-5697E06DDA2E
Subject: Riverside Professional Services Agreement
Source Envelope:
Document Pages: 50
Certificate Pages: 4
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 1
Initials: 0

Status: Completed

Envelope Originator:
brianl
brianl@lwa.com
IP Address: 168.150.196.18

Record Tracking

Status: Original
4/22/2026 11:54:27 AM

Holder: brianl
brianl@lwa.com

Location: DocuSign

Signer Events	Signature	Timestamp
Karen Ashby karena@lwa.com Vice President Security Level: Email, Account Authentication (None)	Signed by: Karen Ashby 03665BCB518C435... Signature Adoption: Pre-selected Style Using IP Address: 2601:204:cd80:2770:e5ed:d245:7091:a280	Sent: 4/22/2026 11:59:09 AM Viewed: 4/22/2026 12:01:32 PM Signed: 4/22/2026 12:01:47 PM

Electronic Record and Signature Disclosure:
Accepted: 4/22/2026 12:01:32 PM
ID: c4b8dcf4-35bd-4a50-bf4d-24332549c823

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
LWA Contracts contracts@lwa.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/22/2026 12:01:48 PM Viewed: 4/22/2026 12:12:32 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/22/2026 11:59:09 AM
Certified Delivered	Security Checked	4/22/2026 12:01:32 PM
Signing Complete	Security Checked	4/22/2026 12:01:47 PM
Completed	Security Checked	4/22/2026 12:01:48 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ATTACHMENT A

SERVICE CATEGORY CHECKLIST
WATERSHED PROTECTION PROGRAMS

	TASK
F.1	NPDES and MS4 Program Administration and Support
F.2	TMDL/Alternative TMDL/Basin Planning Support
F.3	Water Quality Monitoring Program Design, Data Assessment and Reporting
F.4	Monitoring Field Work, Observations, Sampling and Data Collection
F.5	Laboratory Analysis
F.6	Stormwater Capture, Watershed Management Planning, and Water Conservation
F.7	Emergency Post-Fire Sediment Monitoring

ATTACHMENT A

SERVICE CATEGORY CHECKLIST
GRANT MANAGEMENT SERVICES

	TASK
M.1	Grant Management Services
M.1A	Grant Management Services Emergency Management and Hazard Mitigation
M.2	Post-Award Grant Services

ATTACHMENT B
SCOPE OF SERVICES

Service Category F. WATERSHED PROTECTION PROGRAMS

Task F.1 NPDES Program Administration and Support

Firms proposing to provide support to the District in the development of National Pollution Discharge Elimination System (NPDES) compliance programs must demonstrate qualifications and experience in one or more of the following Tasks:

NPDES Program Support

Provide assistance to the District to maintaining compliance with the three Municipal Separate Storm Sewer System (MS4) Permits governing watersheds within Riverside County; statewide NPDES general stormwater permits for construction activities, industrial activities, and aquatic pesticide applications; and other federal, state, and local policies and permits regulating stormwater and non-stormwater runoff. This may include efforts such as, but not limited to:

- Researching and providing expert guidance and recommendations regarding regulatory issues at the federal, state, and local level on Regional MS4 Permits and General NPDES Permits and related policies, law and regulations;
- Developing innovative and cost-effective strategies and programs for water quality protection and regulatory compliance;
- Developing letters, or other professional correspondence, and/or providing expert testimony on the District's behalf to federal, state, and local agencies;
- Representing the District and/or Permittees at stakeholder/technical groups or meetings;
- Creating robust auditable management systems to enable ongoing compliance with regulatory permits, including, but not limited to, policy and program documentation, activity scheduling, and reporting mechanisms;
- Preparing and coordinating annual reports and assessments to demonstrate and document compliance with MS4 Permits, including compiling and analyzing data for annual report submittals and preparing Program Effectiveness Assessments;
- Developing Reports of Waste Discharge and/or comments and alternative language to draft/redline permits;
- Preparing presentations, documents, reports, and coordinating meetings appropriate for a diverse range of audiences (including elected officials, executive management, representatives of industry, and the general public) at which stormwater program initiatives are reviewed;
- Providing Construction General Stormwater Permit compliance support and assistance, including the development and review of Stormwater Pollution Prevention Plans (SWPPP);
- Providing Industrial General Stormwater Permit compliance support and assistance, including the development and review of SWPPP's;
- Providing Aquatic Pesticide Permit compliance support and assistance; and
- Preparing and conducting hydromodification studies for channels, creeks, and other drainage features and receiving waters, including channel dimension measurements, hydrologic and geomorphic conditions, vegetation and habitat integrity evaluations, bed and bank erosion assessment, and associated impacts.

Training/Outreach

Assist the District to provide training to strengthen the skills and competencies of individuals responsible for stormwater management and protection, supporting all related program elements and activities outlined in MS4 permits, watershed management plans, water quality improvement plans, and other implementation strategies. The Consultants shall also be able to develop and implement creative and effective methods for training/outreach on relevant issues such as, but not limited to:

- Low Impact Development (LID);
- Maintenance of Stormwater Best Management Practices (BMP);
- Pollution Prevention Practices for Municipal Facilities and Activities;
- Industrial, Commercial, and Construction Site Inspections;
- Water Quality Management Plan (WQMP) Preparation and Review;
- Illicit Connection and Illegal Discharge Detection and Elimination;

- Sanitary Sewer Spill Response; and
- Regional or Statewide General NPDES Permit Implementation;

Water Quality Management Plan Implementation
Provide support for Project WQMP implementation services which include, but are not limited to:

- Preparing regulatory plans, technical guidance documents and annual reports for LID and hydromodification management;
- Assessing economic impacts of LID and hydromodification management approaches;
- Developing case studies and training programs for cities and the development industry regarding WQMP implementation;
- Developing tools (including regional mapping, modeling, and geodatabases) to simplify preparation of project WQMP's for permittees in Riverside County;
- Conducting outreach and coordination with planning, engineering, and development industry groups for the purposes of streamlining WQMP and technical guidance document development ; and
- Conducting assessments of the effectiveness of LID and hydromodification.

Task F.2 TMDL/TMDL Alternative/Basin Planning Support
Firms proposing to provide support to the District in the development of and compliance with TMDLs, TMDL

Alternative projects, and in facilitating updates to Regional Water Quality Control Plans (Basin Plans) must demonstrate qualifications and experience in the following Tasks:

Basin Planning Support
May include efforts such as, but not limited to, Supporting and Developing Use Attainability Analyses, Site Specific Objectives and/or other Basin Plan amendments with literature review, regulatory alternatives assessment, monitoring, modeling, and task force facilitation.

303(d) List Evaluation
Review of draft Integrated Reports and 303(d) lists for errors, gaps, and other issues that may facilitate appropriate listing/de-listing of water quality parameters; designing and implementing programs to gather relevant information and perform the analyses necessary to support de-listing of appropriate constituents; and preparing written comments and testimony on existing or potential future 303(d) listings.

TMDL/TMDL Alternative Development Coordination
May include efforts such as, but not limited to, providing expert guidance and technical support to MS4 Permittee stakeholders during the development of TMDLs; leading third-party TMDL efforts; and coordinating and facilitating responses to Regional Board CWC 13267 information requests.

TMDL/TMDL Alternative Compliance Support
May include efforts such as, but not limited to, developing TMDL Urban Source Evaluation Plans; identifying cost-effective methods (local, sub-regional and regional structural and source control solutions) for compliance with TMDL Waste Load Allocations; supporting MS4 Permittee negotiations with regulators and other responsible parties to design and fund cost effective compliance approaches; developing TMDL compliance assessment and verification approaches; and developing required TMDL reports.

Pollutant Fate and Transport Modeling and Analysis
May include efforts such as, but not limited to, developing advanced models and quantitative analyses for estimating pollutant loads from various sources, including urban, natural and uncontrollable sources and evaluating compliance program effectiveness to address Reasonable Assurance Analysis requirements; incorporating other study results into existing TMDL/TMDL Alternative models and analyses; providing expert evaluation of modeling and quantitative analysis efforts by other parties including the adequacy of such efforts to address stated goals.

Task F.3 Water Quality Monitoring Program Design, Data Assessment, and Reporting

Firms proposing to provide support to the District and/or the Permittees' monitoring programs must demonstrate qualifications and experience in the following Tasks:

Monitoring Program Design

May include efforts such as, but not limited to, development of monitoring programs, procedures, training, special study workplans, and resources relevant to MS4 Permit monitoring programs or Aquatic Pesticide Permit monitoring program, and consistent with USEPA, SWAMP and Regional requirements; and preparation of special studies regarding stormwater science, monitoring and/or compliance programs.

Monitoring Program Data Assessment and Reporting

May include efforts such as, but not limited to, preparation of annual monitoring reports in accordance with the MS4 Permits, Aquatic Pesticide Permits, or other regional and statewide General NPDES Permits, preparation of summary reports for elected official, municipal leadership and general public audiences; conducting statistical and/or other compliance analyses of monitoring data and/or other data; producing professional exhibits and maps displaying tributary areas, analysis results, problem areas and other assessment data; creating and/or updating GIS data to perform geospatial modeling and analysis; performing, and reporting on QA/QC analysis of data; and formatting and uploading of water quality data to CEDEN or other databases as directed, such as the SMC Portal.

Task F.4 Water Quality Monitoring and Biological Monitoring

Firms proposing to provide support to the District and/or the Permittees' monitoring programs must be in sufficient proximity to comply with minimum programmatic hold-time requirements for sample processing[1], and must be available to flexibly provide monitoring services outside normal business hours. Firms proposing to provide support to the District and/or the Permittees' monitoring programs must demonstrate qualifications and experience in the following Tasks:

Water Quality Monitoring

May include efforts such as, but not limited to, performing field water quality monitoring/sampling activities and/or studies (e.g., receiving water and outfall monitoring); conducting desktop and field reconnaissance for potential sampling locations; performing illegal discharge identification monitoring; performing bioassessment monitoring; conducting aquatic pesticide monitoring, conducting sediment bed sampling; conducting genetic marker water quality sampling, conducting Toxicity Identification Evaluations/Toxicity Reduction Evaluations; acquiring access and/or special permits; preparing and submitting sampling event status reports and field data sheets; preparing technical memorandums, providing expertise supportive of negotiations relevant to monitoring requirements; performing hydromodification monitoring using most up to date procedures and tools.

Biological Monitoring

The firm should have the ability to conduct bioassessment, including biological analyses, collection of macroinvertebrate samples, physical habitat characterization measurements, and collection of freshwater algae samples. Analysis of macroinvertebrate samples must include taxonomic composition. Analysis of algae samples must include algal taxonomic composition (diatoms and soft algae), and algal biomass (ash-free dry mass and chlorophyll-a). Biological sample and measurements must be collected in accordance with the most current SWAMP Bioassessment SOPs (e.g., Reachwide Benthos (Multihabitat) Procedure, etc.). The firm should have the ability to use bioassessment samples, measurements, and water chemistry data for calculation of an Index of Biological Integrity (IBI) and California Stream Condition Index (CSCI) for macroinvertebrates as based on the most current calculation method. The firm should have the ability to calculate an IBI and CSCI for algae for a given monitoring station where bioassessment monitoring was conducted, as based on the most current calculation method. The firm should have the ability to conduct stream assessments using California's Rapid Assessment Methodology for riparian plant assessment. The firm should have capacity to store and archive identified organisms on behalf of the District for a period of not less than three years from the date that all QA steps are completed. The firm should provide a description of any exceptions to these analyses and any proposed equivalent alternatives, as

[1] Example – Where bacteria samples have an 8-hours holding time, the field team must deliver to laboratory within the first 6 hours to leave adequate time for laboratory sample processing and analysis.

appropriate. Include Table F-4 within Section 1 of your Service Category Qualifications PDF (see RFQ Section VI.C for more info). Bioassessment activities include collection of freshwater benthic macroinvertebrates and requires a General Use Fish & Wildlife Scientific Collecting Permit. Additionally, it is preferred that the firm has participated in a recent field intercalibration such as the annual SMC event or similar audit process by SCCWRP, CDFW or equivalent.

Task F.5 Laboratory Analysis

Firms proposing to provide support to the District and/or the Permittees' monitoring programs must be in sufficient proximity to comply with minimum programmatic hold-time requirements for sample processing[2], and must be available to flexibly provide analytical services outside normal business hours. It is preferred that firms proposing to provide lab analysis services, in support of the District and/or Permittees' monitoring requirements, have:

- Appropriate Certifications (ELAP, NELAP and/or other EPA/RWQCB/MS4 Permit required certifications, including bioassessment taxonomy certifications).
- Stormwater Monitoring Coalition (SMC) Lab Intercalibration participation or certification for chemistry and toxicity (as appropriate).
- Ability to produce SWAMP-compatible reports for CEDEN upload (paper and electronic).
- Additional technique specific certifications for innovative analysis methods (e.g., PCR, coliphage, etc.). In addition, firms should demonstrate qualifications and experience in one or more of the types of analyses listed below. Specific analyses capabilities should be submitted with the qualification package. All sample handling, storage, and analysis will be in accordance with 40 CFR Part 136 (latest edition) "Guidelines Establishing Test Procedures for the Analysis of Pollutants", guidance developed by the State Water Resources Control Board (SWRCB) pursuant to Water Code Section 13383.5, or other methods more sensitive than those specified in 40 CFR 136. Analytical methods should comply with the Stormwater Ambient Monitoring Program (SWAMP) "MethodLookUp", list (http://ceden.org/CEDEN_Checker/Checker/DisplayCEDENLookUp.php?List=MethodLookUp) if appropriate. Analysis results and reporting should comply with the State Water Resources Control Board (SWRCB) Minimum Levels (MLs) and/or Stormwater Ambient Monitoring Program (SWAMP) Target Reporting Limits.

Chemical Analyses

The firm should have the ability to analyze an array of water quality constituents. The firm should confirm they can perform the types of suites listed below in Table F-2. For a complete list of individual constituents refer to Table 6-2: Master List of Analytical Constituents within the QAPP, Volume II of the Consolidated Monitoring Plan available online (https://rcwatershed.org/programs/monitoring). Additional information may be requested to consider On-Call List qualification. Test matrices include both water and sediment. Include Table F-2 within Section 1 of your Service Category Qualifications PDF (See RFQ Section VI.C for more info).

[2] Example – Where bacteria samples have an 8-hours holding time, the field team may deliver samples within the first six hours leaving only two hours for laboratory processing and analysis.

Table F-2
CHEMICAL ANALYSIS

Constituent *(Method must be most up to date and approved. Alternatives must be SWAMP equivalent)*	**Completed by Your Lab**	**Completed by Sub**
CHEMICAL ANALYSIS *(See Table 6-2 of the QAPP, CMP Vol II for list of all individual analytes)*		
Metals and Metalloids (Total and Dissolved)	☐	☐
Volatile Organic Compounds (VOCs)	☐	☐
Semi-Volatile Organic Compounds (SVOCs)	☐	☐
Polyaromatic Hydrocarbons (PAHs)	☐	☐
Organochlorine Pesticides	☐	☐
Polychlorinated Biphenyls (PCBs)	☐	☐
Organo-Phosphorus Pesticides	☐	☐
Carbamates	☐	☐
Pyrethroid Pesticides	☐	☐
Herbicides and Surfactant Products (i.e., MBAS, Glyphosate, Imazamox, etc.)	☐	☐
Asbestos	☐	☐
2, 3, 7, 8-TCDD (Dioxin)	☐	☐
Cyanide, total	☐	☐
Phenols, total	☐	☐
Ethylene-glycol	☐	☐
Bacterial Indicators (i.e., *E. coli*, Fecal Coliform, Total Coliform, *Enterococcus* and Fecal Streptococci)	☐	☐
Conventional Analytes (i.e., COD, BOD, TSS, TDS, Color, Sulfate, etc.)	☐	☐
Nutrients (i.e., Nitrogen, Inorganic Nitrogen, Nitrate, Nitrite, Total Kjeldahl Nitrogen, Phosphorus, Phosphate, Ortho-Phosphorus, Sulfate, etc.)	☐	☐
Hydrocarbons (i.e., TPH, Oil and Grease, Gasoline Range, Diesel Range, etc.)	☐	☐

Toxicological Analyses

The firm should have the ability to conduct whole effluent acute and chronic toxicity (WET) testing utilizing an array of organisms, including, but not limited to, *Raphidocelis subcapitata (*formerly named *Pseudokirchneriella subcapitata*, and *Selenastrum capricornutum*), *Hyalella Azteca*, *Pimephales promelas*, *Stronglocentrotus purpuratus* and *Ceriodaphnia dubia*. Test matrices should include both water and sediment, as appropriate. All tests must pass USEPA test acceptability criteria and should be in conformance with the California Statewide Aquatic Toxicity Provisions, including results that can be statistically analyzed by the Test of Significant Toxicity (TST). Reports must include the statistical results and a written summary with an explanation of any QA issues regarding that data. For a complete list of individual constituents refer to Table 6-2: Master List of Analytical Constituents within the QAPP, Volume II of the Consolidated Monitoring Plan available online (https://rcwatershed.org/programs/monitoring). The firm should confirm which toxicological analysis they can perform and provide a description of any exceptions to these analyses or proposed equivalent alternatives, as

appropriate. Include Table F-3 within Section 1 of your Service Category Qualifications PDF (see RFQ Section VI.C for more info).

Table F-3
TOXICOLOGICAL ANALYSES

Constituent	Completed by Your Lab	Completed by Sub
Ceriodaphnia, 96-hr acute	☐	☐
Ceriodaphnia, 7-d chronic	☐	☐
Hyalella Azteca, 96-hr acute	☐	☐
Hyalella Azteca, 10-d chronic	☐	☐
Raphidocelis subcapitata, 96-hr chronic (formerly named Pseudokirchneriella subcapitata and Selenastrum, capricornutum)	☐	☐
Pimephales premelas (Fathead Minnow), 96-hr acute	☐	☐
Pimephales premelas (Fathead Minnow), 7-d chronic	☐	☐
Strongylocentrotus purpuratus (purple sea urchin embryo), chronic	☐	☐

Biological Analyses
The firm should have the ability to conduct biological analyses, including analysis of macroinvertebrate taxonomic composition, algal taxonomic composition (diatoms and soft algae), and algal biomass (ash-free dry mass and chlorophyll-a). Samples of benthic macroinvertebrates will be sorted and identified to Standard Taxonomic Level II, as determined by the SAFIT Standard Taxonomic Effort (unless otherwise specified). The firm should provide a description of any exceptions to these analyses and any proposed equivalent alternatives, as appropriate. Include Table F-4 within Section 1 of your Service Category Qualifications PDF (see RFQ Section VI.C for more info).

Table F-4
BIOLOGICAL ANALYSES

Constituent	Completed by Your Lab	Completed by Sub
Algal Taxonomic Composition	☐	☐
Ash-Free Dry Mass	☐	☐
Chlorophyll-a	☐	☐
Macroinvertebrate Taxonomic Composition	☐	☐

Genetic Analyses
The firm should have the ability to conduct polymerase chain reaction (PCR), quantitative PCR (qPCR), and/or digital PCR (dPCR) analyses, including the most up to date approved EPA methods such as U.S. EPA Method 1696 for HF183, however, they are not required. Additional genetic analyses methodologies may also be considered, as well as coliphage analyses. Include Table F-5 within Section 1 of your Service Category Qualifications PDF (see RFQ Section VI.C for more info).

Table F-5
GENETIC ANALYSES

Constituent	Completed by Your Lab	Completed by Sub
Genetic Analysis (e.g., qPCR, dPCR or other)	☐	☐

Task F.6 Stormwater Capture, Watershed Management Planning and Water Conservation

Firms proposing to provide stormwater capture, watershed management planning, and water conservation services should demonstrate knowledge and experience in preparation and/or update of watershed management and water quality improvement plans, watershed infiltration or hydromodification management plans, integrated regional water management planning, stormwater management plans, and others as needed.

Stormwater Capture and Watershed Management Planning

May include efforts such as, but not limited to:

- Preparation of watershed management, water quality improvement, integrated regional water management and stormwater management plans;
- Preparation of GIS layers, applications and mapping and other graphical support;
- Preparation and processing of regulatory permits and CEQA/NEPA documentation;
- Preparation and implementation of human fecal indicator bacteria investigation and abatement plans;
- Assistance with watershed stakeholder meeting facilitation and support, including public and community outreach and community meetings;
- Assistance with the design and development of green infrastructure and regional structural projects that include, but are not limited to, stormwater capture, diversion facilities, stormwater capture and reuse, green streets, hydromodification site design BMP's and stream rehabilitation;
- Preparation of feasibility studies for green infrastructure and regional stormwater capture projects;
- Preparation of cost-benefit analyses and exploration of funding mechanisms, including grants, public private partnerships, and development of fee structures;
- Development and maintenance of web-based platforms used for the inventory and assessment of water quality data, hydrologic data and BMP assets;
- Development and use of water quality models, including Reasonable Assurance Analyses; and
- Development and implementation of incentive-based pollutant load reduction programs.

Water Conservation Planning and Design Support

May include efforts such as, but not limited to, providing water conservation planning services for stormwater facilities such as open channels, basins, dams and similar infrastructure; water conservation planning may include evaluation of stormwater capture, dry weather runoff capture, artificial recharge, or other water sources withing existing or proposed District facilities; setting appropriate regional water conservation goals based on quantitative and qualitative evaluation of local groundwater basin master plans, salt and nutrient management plans, urban water management plans or other appropriate planning studies or groundwater investigations; development of criteria to assist in establishing priorities for individual water conservation projects, including consideration of water resource needs, multipurpose opportunities water rights considerations, and other opportunities constraints that should be assessed when considering water conservation projects; preparation of planning reports, plans and specifications, and cost estimates for various water conservation projects and applying for and managing water conservation grants.

Hydrologic and Hydrogeologic Investigations

May include efforts such as, but not limited to, conducting hydrologic and hydrogeologic investigations of potential recharge sites. These would include field investigations and hydraulic and geotechnical analyses necessary to characterize recharge potential of existing and future project sites; evaluating the potential for groundwater mounding and its potential impacts on recharge volumes; assessing ambient groundwater quality and potential recharge source war quality to determine potential constraints and opportunities for recharge; performing cone penetration tests, solid borings (including soil sampling), infiltrometer testing, and long-term pilot percolation tests using ASTM or other appropriate stands for such work.

Task F.7 Emergency Post Fire Sediment Monitoring

When wildfires impact the drainage areas served by District facilities (i.e., District owned and operated basins, channels, supporting infrastructure, and rights of way, etc.) the facilities may receive abnormally high sediment loads during subsequent storm events that can impact the facilities' primary functions. To mitigate these impacts, the District implements maintenance to remove sediment and to restore capacity and function. The material from sediment removal activities needs to be transferred to a receiving facility, such as sanitary landfills, publicly

owned properties and private properties. Firms proposing to provide support to the District and/or the Permittees' emergency sediment monitoring program must demonstrate qualifications and experience in the following Tasks:

Monitoring Support, Design and Coordination

Prepare and develop post-fire sediment monitoring programs; sampling design, analysis lists, and waste/sediment characterization plans; performing sediment quality monitoring, sampling event coordination, prepare sediment samples and expedited transport to certified contracted laboratory for sediment quality analysis; conduct desktop and field reconnaissance for project sampling locations; perform on-site air quality monitoring; if requested; procure access permits and/or other related special permits. Firms shall have an understanding of sediment collection procedures and processing consistent with USEPA, state, local and private industry guidance or requirements, as well as understand requirements pursuant to Waste Acceptance Plans required by waste receiving facilities. Firms should be available on short notice (within 24 hours) to assess and respond to emergency soils monitoring work in support of District emergency maintenance activities.

Sediment Monitoring Analysis

The firm should confirm they can perform expedited services for the appropriate types of soil analysis (e.g., CCR Title 22 Total Threshold Concentrations (TTLC) and Soluble Threshold Limit Concentration (STLC) values, EPA Toxicity Characteristic Leaching Procedure (TCLP) values, pH and Specific Conductance, and Regional Screening Levels (RSLs)) or other appropriate analysis as requested by waste acceptance facility.

Application Support, Assessment and Reporting

The firm should have the ability to produce professional documentation, exhibits, GIS data, and maps; compile analytical data to District standards and specifications such as sampling event status reports and field data sheets; prepare technical monitoring memorandums in accordance with any private, local or State and/or waste acceptance requirements; prepare waste generator profile application and other acceptance facility documentation; provide expertise in support of negotiations relevant to monitoring requirements; assist with sediment waste disposal pricing and negotiations; advise the District on sediment contamination management and alternative disposal methods; conduct statistical and/or other computational post-fire data analyses supplemental to monitoring data; and provide quality control/quality assurance of analytical results. At the request of the District, firms may provide presentations and/or trainings related to post-fire monitoring topics and prepare of post-fire special studies regarding impacts to MS4 facilities or the environment and may prepare post-fire technical reports to support MS4 reporting.

ATTACHMENT B
SCOPE OF SERVICES

Service Category M. GRANT MANAGEMENT SERVICES

Background

The District is the regional flood management authority for the western part of Riverside County. The District's Watershed Protection Division leads the District, Cities, and the County of Riverside (the permittees) to meet regulatory compliance under three separate Regional Water Quality Control Boards to implement the National Pollution Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permits.

The demand for funding to assist with meeting water quality objectives are anticipated to exceed fiscal resources for the District and permittees. Obtaining funding opportunities can require special expertise that is needed to compete for, receive and manage grant awards.

Task M.1 Grant Management Services

Provide grant management services with the purpose of obtaining funds for furthering objectives of MS4 permits and projects listed in Stormwater Resource Plans and Integrated Regional Watershed Management Plans. Project categories could include, but not limited to, stormwater infrastructure, water conservation initiatives, watershed restoration, geographic information system program development and public engagement.

The consultant shall provide professional support and assistance for the following:

- Preparing and submitting grant applications and support to fulfill administration requirements at set milestones to receive any awarded funds;
- Funding needs analysis. Work with the District and permittees to assess the validity of current funding priority areas and identify new priority areas for funding; and
- Grant funding research – Conduct research to identify grant resources, including, but not limited to, federal, state, foundation, agencies, and organizations that support the funding needs and priorities in the following general areas, but not limited to:

    - Infrastructure Development and Maintenance
        - Stormwater Best Management Practices (BMP);
        - Stormwater Capture and Use Projects;
        - Watershed Restoration;
        - Water Conservation Initiatives or Projects; and
    - Transportation improvements that may include water conservation landscape, green belts, trash capture design, increased nature-based recreation, enhanced bicycle, pedestrian or community trails.
    - Redevelopment projects that may include community beautification, low-impact development features, litter abatement and public awareness campaigns.

- Grant proposal development – Provide writing services associated with:
    - Grant application review and preparing a timeline and chart of tasks for grant submission.
    - Researching grants for which the District meets application criteria, preparing and submitting grant applications, reviewing District and partner agencies common business practice to reduce grant management documentation needs and fulfilling administration requirements for successful grants.
    - Ensuring that letters of support and other required certifications or documents are submitted with the grant timeline.
    - Writing all sections of a grant applications and completing grant applications on behalf of the District, including the preparation of funding abstracts, production, and submittal of applications to funding sources.
    - Completing tasks (including, but not limited to, reports and budgets) for post award administration and accountability in accordance with the grant timeline.

- Monthly reports – the successful contractor/consultant shall submit monthly reports to the District summarizing the amount of time expended and describe activities undertaken during the previous month.

Task M.1A Grant Management Services Flood Related Emergency Management and Hazard Mitigation Grant Services

Background

The District's Emergency Management and Government Affairs Division (Emergency Management Division) is focusing on holistically coordinating emergency planning and response needs.

At the direction of the Emergency Management Division, the Consultant(s) shall provide services associated with developing and requesting grant funding. Tasks may include, but are not limited to:

- Research, develop and prepare grant applications and/or other public assistance documents as directed by the Emergency Management Division.
- Collaborate with the Emergency Management Division on project formulation, information gathering, project development (e.g., developing projects' scope, size, budget, schedule), and project submittals.
- Coordinate Benefit-Cost Analysis (BCA) with Emergency Management Division staff.
- Attend workshops and meeting related to the development and submission of the grant applications.

Task M.1B Minimum Qualifications/Requirements

A Respondent must:

- Have a proven, successful track record in pre-award grant services for public entities in California in the areas of flood related hazard mitigation, floodplain management, flood risk reduction, flood emergency preparedness, emergency management and response, and/or post disaster recovery.
- Have a minimum of five (5) years of related experience successfully applying for and obtaining grants or subgrants from the Federal Emergency Management Agency (FEMA), the California Governor's Office of Emergency Services (Cal OES), the California Department of Water Resources (DWR) or similar funding entities.

Task M.2 Post-Award Grant Services

At the direction of the Emergency Management Division, the Consultant(s) shall provide services associated with administering awarded grant funding. Tasks may include, but are not limited to:

- Develop program guidelines, policies, procedures, implementation plans, project charters, or other pertinent documents;
- Provide technical assistance to support the implementation of grant-funded projects/activities;
- Provide technical assistance related to compliance with specific grant or any applicable federal, state, or local laws, rules, regulations, ordinances, or requirements (e.g., 2 CFR 200, authorizing bonds/statutes, program guidance);
- Draft and/or review progress reports for accuracy and completeness;
- Review draft grant invoices/reimbursement requests for accuracy, eligibility with grant requirements and sufficiency/appropriateness of backup documentation;
- Assist with the negotiation and submission of grant budget, scope, and schedule/timeline amendment requests;
- Review and provide guidance on grant eligible costs, and provide analysis on opportunities to fully utilize existing grant money;
- Participate in meetings and/or teleconferences with the District and/or funding agencies on issues related to grant management;
- Conduct site visits and monitoring (e.g., technical meetings, desk audits/compliance reviews, field compliance reviews) of grant-funded projects/activities and/or sub-awardees/subrecipients;
- Monitor and evaluate the progress of the grant-funded projects/activities in accordance with the approved scope of work, budget and schedule/timeline;
- Review data and records for compliance with grant requirements;

- Review, advise on and/or assist with the management of the closeout process; and
- Assist with audit preparation, requests and requirements.

Minimum Qualifications/Requirements

The following are the minimum qualifications for Task M.2.

A Respondent must:

- Have a proven, successful track record in post-award grant services for public entities in California in the areas of flood related hazard mitigation, floodplain management, flood risk reduction, flood emergency preparedness, emergency management and response, and/or post disaster recovery.
- Have a minimum of five (5) years of related experience successfully managing grants or subgrants from FEMA, Cal OES, DWR or similar funding entities.

ATTACHMENT C

TASK ORDER APPROVAL

CONSULTANT: **COMPANY NAME (bold)**

PROJECT NAME: **@ (bold)**

The Scope of Services for this Task Order No.__, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, shall constitute an approved Task Order pursuant to the Agreement between DISTRICT and CONSULTANT dated _____ ("AGREEMENT"). CONSULTANT agrees to perform the services described in Exhibit "A", within the time set forth in the Project Schedule as described in Exhibit "B" attached hereto and incorporated herein, for a fee amount of $_____, unless otherwise modified by DISTRICT's Project Manager in a subsequent Task Order Approval Form. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "C" and incorporated herein by this reference.

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

Dated _____
(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

CONSULTING SERVICES AGREEMENT
FY 2026-27 to FY 2030-31

The Consulting Services Agreement ("Agreement") dated as of July 1, 2026 is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic, hereinafter called "DISTRICT", and LAWYERS TITLE COMPANY, 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 Category J, as further described in "Service Categories and 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 "B", 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 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 "C"). 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

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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 become effective on July 1, 2026 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, 2031 and is to be completed by June 30, 2032.

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 Two Hundred Thousand Dollars ($200,000) 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 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 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 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.

If, pursuant to this Agreement, CONSULTANT is providing Real Estate Services, then CONSULTANT shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONSULTANT's profession practicing in the State of California, including, but not limited to, the standards set forth in the Uniform Standards of Professional Appraisal Practice ("USPAP") and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) or Title 25, California Code of Regulations, its amendments and other pertinent laws and regulations, 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 in an efficient and economical manner.

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

LAWYERS TITLE COMPANY
301 E. Vanderbilt, Suite 300
San Bernardino, CA 92408
Attn: Barbara Northrup

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 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 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 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 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

Unless otherwise stated in DISTRICT approved scope of services, CONSULTANT shall provide DISTRICT with a minimum of (i) three original paper copies; and (ii) one digital copy of the final report(s). CONSULTANT shall also provide DISTRICT with an electronic submission of the final report(s) to DISTRICT's Real Estate Services Section (Attention: Yolanda King at yking@rivco.org). All work products and any other documents furnished in accordance with this Agreement shall meet the criteria

for acceptance and be a product of neat appearance and well organized.

Upon completion of all work under this Agreement and as set forth in Attachment "A", ownership and title to all work products and any other documents produced as part of this Agreement will automatically be vested in DISTRICT, and no further agreement will be necessary to transfer ownership to DISTRICT.

16. REPORTS DUE DATE

CONSULTANT shall submit the completed data, appraisal report(s), files, materials, policies, records for each property owner, tenant, lessee, displacee and relocatee for residential real estate transactions and/or non-residential real estate transactions, and all copies to DISTRICT no later than fifteen calendar days following the effective date of the value estimate established by CONSULTANT.

CONSULTANT shall submit all other report(s) within the timeframe stated in DISTRICT approved scope of services. By accepting an assignment, CONSULTANT acknowledges that the specified timeframe is both realistic and achievable and that the report(s) shall be completed by that time.

17. 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 back-checked, 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.

18. TERMINATION

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

A. Agreement

i. Terminate this Agreement without cause upon providing CONSULTANT thirty business days written notice stating the extent and effective date of termination; or

ii. Upon five 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 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.

C. Notwithstanding anything contained in this Agreement. CONSULTANT may terminate this Agreement by providing ninety days written notice to DISTRICT in the event CONSULTANT is experiencing an organizational shift due to the loss of access to vital resources, personnel or assets necessary to fulfill its obligations under this Agreement.

19. 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. Any changes to the approved scope of services must be authorized by DISTRICT's General Manager-Chief Engineer 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.

20. 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.

21. 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.

22. 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.

23. 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. 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 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 by a new or revised Task Order.

At any time during the performance of the Task Order, the Project Manager, upon providing five 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.

24. 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 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.

25. ASSIGNMENT

Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of DISTRICT and approval by DISTRICT's 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; 4) to a corporation if, immediately after the transfer, the partner making the transfer continues to own at least fifty 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 fifty percent (50%) 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 days prior to the occurrence of such event.

26. 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.

27. 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.

28. 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.

29. 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.

30. NON-APPROPRIATION OF FUNDS

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

31. 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 sub-consultants 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 sub-consultants, 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 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 31A and 31B 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.

32. 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 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.

33. 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.

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 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. NAME CHANGE – If CONSULTANT changes its name, CONSULTANT must provide written notice to DISTRICT within thirty days of the name change. The notification must include the legal documentation supporting the name change. Both Parties must then execute an amendment to this Agreement to reflect the new name, and any references to the old name will be replaced with the new name throughout the Agreement. In the event the name change is the result of a merger or some other change in corporate status, CONSULTANT must provide the legal documents supporting the change in corporate status including the contract term that confirms the new entity has assumed responsibility for the contract with DISTRICT consistent with Section 25: Assignment.

37. DISENTANGLEMENT – CONSULTANT shall cooperate with DISTRICT and DISTRICT's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. CONSULTANT shall cooperate with DISTRICT's efforts to effectuate such transition with the goal of minimizing or eliminating any interruption of work required under the Agreement and any adverse impact on the provision of services or DISTRICT's activities; provided, however, that DISTRICT shall pay CONSULTANT on a time and materials basis at the then-applicable rates for all additional services performed in

connection with such cooperation. CONSULTANT shall deliver to DISTRICT or its designee, at DISTRICT's request, all documentation and data related to DISTRICT, including, but not limited to, all work product provided in Section 15 of this Agreement, held by CONSULTANT, and after return of same, CONSULTANT shall destroy all copies thereof still in CONSULTANT's possession at no charge to DISTRICT. Such data delivery shall be in an electronic format to facilitate archiving or loading into a replacement application. DISTRICT and CONSULTANT shall mutually agree to the specific electronic format.

38. 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.

39. 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.

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

JUN 0 2 2026.
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

By: Edwin Quinonez
for JASON E. UHLEY
General Manager-Chief Engineer

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

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

APPROVED AS TO FORM:

MINH C. TRAN
County Counsel

By:
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

ATTEST:

KIMBERLY RECTOR
Clerk of the Board

By:
Deputy

(SEAL)

Consulting Services Agreement with Lawyers Title Company
FY 2026-27 to FY 2030-31
04/14/26
AMR:blj

Docusign Envelope ID: 7573B099-5CD0-8595-8250-3B34FEA3D3DF

LAWYERS TITLE COMPANY
a California corporation

DocuSigned by:
Leslie Shrimplin
DA24199031CF472...
LESLIE SHRIMPLIN
Vice President and Title Manager

Consulting Services Agreement with Lawyers Title Company
FY 2026-27 to FY 2030-31
04/14/26
AMR:blj

docusign

Certificate Of Completion

Envelope Id: 7573B099-5CD0-8595-8250-3B34FEA3D3DF
Subject: Riverside Water District-LTC 2026 Contract
Source Envelope:
Document Pages: 41
Certificate Pages: 3
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 1
Initials: 0

Status: Completed

Envelope Originator:
William Gabriel
601 Riverside Avenue
Jacksonville, FL 32204
william.gabriel@fnf.com
IP Address: 165.225.222.191

Record Tracking

Status: Original
5/5/2026 7:15:59 PM

Holder: William Gabriel
william.gabriel@fnf.com

Location: DocuSign

Signer Events	Signature	Timestamp
Leslie Shrimplin LShrimplin@ltic.com Title Supervisor Lawyers Title Security Level: Email, Account Authentication (None)	DocuSigned by: Leslie Shrimplin BA24199031CF472... Signature Adoption: Pre-selected Style Using IP Address: 170.88.12.190	Sent: 5/5/2026 7:18:24 PM Viewed: 5/5/2026 7:18:48 PM Signed: 5/5/2026 7:19:00 PM

Electronic Record and Signature Disclosure:
Accepted: 5/5/2026 7:18:48 PM
ID: 11617cbd-b8eb-45f2-92ec-713881cd873f

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	5/5/2026 7:18:24 PM
Certified Delivered	Security Checked	5/5/2026 7:18:48 PM
Signing Complete	Security Checked	5/5/2026 7:19:00 PM
Completed	Security Checked	5/5/2026 7:19:00 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ATTACHMENT A

1

SERVICE CATEGORY CHECKLIST
REAL ESTATE SERVICES APPRAISAL SERVICES

	TASK
J.1	Mail Notice
	A) Title Review
	B) Property Inspection
	C) Improvements
	D) Market Research
	E) Comparable Sales
	F) Narrative Appraisal Report
	G) Eminent Domain
	H) Cost Estimates
J.2	Relocation Services
	A) Interview Occupants
	B) Research
	C) Compile Statistics
	D) Relocation Plan
	E) Relocation Implementation
J.3	Title Services
	A) Preliminary Title Reports
	B) Policies of Title Insurance
	C) Escrow Services
	D) Other Services
J.4	Attorney Services
	A) Legal Counsel
	B) Eminent Domain

ATTACHMENT B
SCOPE OF SERVICES

Service Category J. REAL ESTATE SERVICES APPRAISAL SERVICES

Task J.1 Mail Notice

Appraiser will mail a notification letter to property owner requesting permission to conduct an on-site inspection of the property, advising them of their right to accompany the appraiser at the time of the inspection and requesting information regarding the appraised property which could influence the appraised value.

Sub-Task A) Title Review

Appraiser will review title information pertaining to the respective ownerships and will review all pertinent information relative to the parcel.

Sub-Task B) Property Inspection

Appraiser will inspect each property personally with the owner (if possible) and document the inspection with photographs for use in the report.

Sub-Task C) Improvements

Appraiser will inventory all improvements affected by the proposed taking, including notes on their manner of disposition (i.e., pay-for and remove vs. move back).

Sub-Task D) Market Research

Appraiser will perform market research to support the selected appraisal methodology and will document and confirm comparable sales information.

Sub-Task E) Comparable Sales

Appraiser is responsible for determining which comparables are the best and most appropriate for the project. Comparable sales should have similar physical and legal characteristics when compared to the subject property. This does not mean that the comparables must be identical to the subject property, but it should be competitive and appeal to the same market clientele that would also consider purchasing the subject property. Comparables that are significantly different from the subject property may be acceptable; however, the appraiser must describe the differences, consider these factors in the market value, and provide an explanation justifying the use of the comparables.

Sub-Task F) Narrative Appraisal Report

Appraiser will prepare a narrative appraisal report that conforms to the Uniform Standard of Professional Appraisal Practice (USPAP). The appraisal study and report are intended to serve as an acquisition appraisal and will be prepared in a summary format consistent with the specifications for narrative appraisal reports, including. but not limited to, parcel data, analysis of highest and best use, valuation, appraiser qualifications, available hazardous material usage/waste data, exhibits of location, site maps and other pertinent exhibits.

Sub-Task G) Eminent Domain

Appraiser shall be aware of eminent domain laws and valuation approaches used in eminent domain litigation and be comfortable as an expert witness.

Sub-Task H) Costs Estimates

Appraiser will provide an estimate of probable costs for right of way acquisitions and service costs necessary to complete the project of the specified subject area.

Task J-2. Relocation Services

Sub-Task A) Interview Occupants

Interview all potentially affected occupants to determine relocation needs. The interview queries business needs, special licensing, permits or zoning needs, information on trade areas, special moving requirements, etc. The interview also queries household information such as: the number, age and gender of all occupants, income of the household, distance to employment and utilized neighborhood services, special needs of the household, etc.

Sub-Task B) Research
Research the marketplace for available replacement locations and/or establish rent schedules for compiling project costs.

Sub-Task C) Compile Statistics
Compile statistics on available housing and business replacement sites and calculate potential project costs.

Sub-Task D) Relocation Plan
Create and present draft relocation plan to client. Distribute plan to project participants, make it available for public inspection, and make any needed revisions brought up during the public inspection period. Participate in adoption presentation meeting.

Sub-Task E) Relocation Implementation
Secure the basic case information and set up case file, maintain the necessary case documentation and contact diary throughout the course of our involvement with the claimant. Conduct an initial in-depth field interview with claimant, document rent, income, family size, names/ages of occupants, determine relocation needs, preferences, and special requirements, and provide general information notices and brochure. Explain relocation process, rights, and benefits available. If needed, provide ongoing advisory assistance to minimize hardships on claimants, including referrals to and coordination with community service resources, public housing, and other public services. Also, if needed, document rent with rental agreement, receipts, or economic rent. Document/verify income using pay stubs, budget worksheets, tax returns, certification, and/or cash affidavit. Use rent method if income cannot be verified. Assist with the reconciliation of fixtures and equipment among owner and tenant. Create rent schedule for project as appropriate and if authorized by client, search, and document comparable for each claimant, provide initial referrals and three sets of additional housing referrals every 4-6 weeks as necessary. Search for available non-residential sites until Consultant recommends at least one appropriate site or determines that no such site exists. Provide with any referral an evaluation form which requests feedback as the suitability of the site referral and attempt to secure response from claimant. Prepare letter of eligibility based on most appropriate comparable or rent schedule and seek authorization of client. Deliver letter of eligibility to claimant, discuss findings, and impacts to occupants' particular needs. Amend the letter of eligibility again if the economics of the comparable' s availability changes over the course of our assignment. Prepare and deliver 90-day notice to vacate no later than 12 weeks after general information notices have been delivered. If needed, arrange for transportation to view replacement sites, assist claimants with their selection of a replacement site, with lease offers, with review of rental agreements, and with move bids or fixed moving payment. Inspect selected site to ensure it meets decent, safe, and sanitary requirements. Monitor the replacement site escrow and explain the relocation process to agent and escrow officer as necessary. Review and discuss claimants' moving plans, build out specification and personal property inventory and coordinate eligibility limitations in advance of physical move. Verify vacation of displacement site and secure a certificate of abandonment. Determine eligibility for proposed amount of relocation benefits, including actual and reasonable moving payments, rental or purchase differential payments, re-establishment payments, and fixed payments as applicable. For residential moves, secure and process an advance claim to assist with the move, and a second final claim incorporating the moving costs and rental/purchase differential payment once family has moved to selected displacement site. For non-residential moves, secure and process moving assistance, re-establishment, in lieu, or settlement claims ensuring that no item was duplicated in the acquisition process. Each claim will be signed by the claimant supported by appropriate back-up (written bids, schedules, receipts, etc.) and will be reviewed by Consultant for recommendation before submitting to client for approval. Each claim check will be delivered to claimant in person (as feasible) and a receipt of payment will be secured.

Task J-3. Title Services

Sub-Task A) Preliminary Title Reports
Furnish preliminary title reports, litigation guarantees and title reports to District within fifteen (15) working days upon receipt of written request for such report(s). Reports to be submitted in an electronic form and shall include, but not be limited to, the following items:

- The names and addresses as disclosed of record of all persons or parties owning or claiming, or who may own or claim an interest in such parcel, and the nature of such interest and from whom deeds or releases

should be obtained or who should be named as party defendants in an eminent domain action. This would only apply to litigation guarantees;

- A copy of the instruments(s) whereby the vestee acquired title;
- Such tax information as the County Assessor's Parcel reference, code area, the amount of taxes and a statement of any special assessments;
- The vesting documents and Schedule B documents (easements, assessments, encumbrances and rights of way) will be sent with the title reports;

- A portion or portions of a street, alley or highway abutting a parcel will be included up to three (3) contiguous parcels, as part of the land covered in the report, provided the title thereto vests in the same ownership as the adjoining parcel; and
- Provide District an invoice with each item as it is delivered to District. Provide supplemental reports showing matters, if any, appearing of record subsequent to the date of the prior report.

Sub-Task B) Policies of Title Insurance

Furnish California Land Title Association (CLTA) Standard Coverage Policies of Title Insurance covering the estate or interest created through the acquisition of real property by District or American Land Title Association (ALTA) policies. Policies will be delivered to District within ten (10) days of recordation of documents conveying real property to District. Notice of such recordation shall be in the form of a Closing Escrow Statement showing the recording information of documents or final order of condemnation. Provide one (1) original title insurance policy. Policies will be taken subject to such matters of record as they may remain a lien or charge against the land at the close of escrow and be approved in writing by District.

Sub-Task C) Escrow Services

Upon receipt of District's request to open escrow, instructions will be typed and returned to District within three (3) working days. Provide standard practice escrow services which include, but not limited to, the following:

- Payment of all demands of any claimants, lien holders or beneficiaries under a deed of trust deposited into escrow. Determine the proper trustee to issue a full or partial reconveyance and to prepare a substitution of trustee where necessary;
- Prorate or adjust those items as directed by District. Real estate taxes will be paid in full when a lien is due. Any proration will be established by the Assessor/Tax Collector and distributed appropriately;
- Disburse funds held in escrow pursuant to assignment of funds as directed by District;
- Bill District for all reconveyance fees, trustee fees, forwarding fees, beneficiary statements, etc., presented in connection with the reconveyance of any deed of trust eliminated through escrow, unless otherwise directed by the District. (Excluded are any prepayment penalties);
- If adverse title matters are apparent since date of issuance of latest report, notify District that closing is not possible and upon request of District a supplemental report or guarantee will be issued setting forth such adverse matters;
- Notify creditors of grantor's present address where there is a partial taking by District;
- Furnish a breakdown of rental prorations;
- Prepare and draw all instruments necessary to consummate the transaction except grant deeds and/or easement deeds which will be drawn and deposited in escrow by District;
- Proceed with closing upon receipt of necessary funds, proper documents and final instructions approving title exceptions to be shown on the Policy of Title Insurance;
- Report status of each open escrow account; and
- Estimated Escrow Closing Statements to be presented to District indicating a readiness to record. Statements will include any credits due. Statement should be issued allowing District four (4) weeks to process payments for escrows.

Sub-Task D) Other Services

Provide District with "Ownership" information on District's first one hundred (100) requests each calendar month. This information shall include parties in whom record title vests and may include a legal description of the property as it appears on record.

Furnish copies of any recorded document mentioned in reports as requested by District at no charge. Agree that the term "parcel" as used herein is defined as any of the following, with ownership within the same block of any town, city or subdivision:

- Any three (3) contiguous areas of land or lots vested in the same ownership.
- The portion of any street or alley adjoining any parcel as above defined which portion of street or alley does not pass by operation of law in a conveyance of said adjoining parcel; therefore, title thereto would vest in other than the owner of the adjoining parcel and construed as a separate parcel.

Task J-4. Attorney Services - In the event legal representation is needed on behalf of the District, Consultant shall enter into a separate agreement, with the approval of the District's County Counsel, to provide such services.

Sub-Task A) Legal Counsel

Attorney to provide legal services related to land transactions including resolving title issues and approving as to form land transaction documents related to District projects. Attorney shall appear and serve as the District's legal counsel and perform the work assigned with assistance being provided from the attached attorney's list. Attorney shall furnish all equipment, facilities, materials and labor necessary to perform in a complete, skillful and professional manner, and shall maintain all licenses required by the laws of the State of California at all times while performing services as an independent contractor for the District.

Sub-Task B) Eminent Domain

Attorney shall appear and serve as the Districts legal counsel in said eminent domain proceedings. Attorney shall provide District with timely notification of all scheduled depositions, hearings, mediations, arbitrations, trials, etc. Attorney shall provide District with one copy of Attorneys' files and/or records for each property owner. Such files and records shall be and remain the sole property of the District. Attorney shall not settle any matter or make a settlement off any amount or make any representation as to settlement possibilities without prior authorization of District.

ATTACHMENT C

TASK ORDER APPROVAL

CONSULTANT: **COMPANY NAME (bold)**

PROJECT NAME: **@ (bold)**

The Scope of Services for this Task Order No.__, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, shall constitute an approved Task Order pursuant to the Agreement between DISTRICT and CONSULTANT dated _____ ("AGREEMENT"). CONSULTANT agrees to perform the services described in Exhibit "A", within the time set forth in the Project Schedule as described in Exhibit "B" attached hereto and incorporated herein, for a fee amount of $_____, unless otherwise modified by DISTRICT's Project Manager in a subsequent Task Order Approval Form. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "C" and incorporated herein by this reference.

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

Dated _____
(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

CONSULTING SERVICES AGREEMENT
FY 2026-27 to FY 2030-31

The Consulting Services Agreement ("Agreement") dated as of July 1, 2026 is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic, hereinafter called "DISTRICT", and LOR GEOTECHNICAL GROUP, 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 Category C, as further described in "Service Categories and 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 "B", 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 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 "C"). 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

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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 become effective on July 1, 2026 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, 2031 and is to be completed by June 30, 2032.

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 Two Hundred Thousand ($200,000) 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 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 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 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.

If, pursuant to this Agreement, CONSULTANT is engaged as a "Professional Engineer" pursuant to Section 6701 of the Professional Engineers Act (Chapter 7 of Division 3 of the Business and Professions Code), then CONSULTANT assumes responsible charge of the work pursuant to Section 6703 of the Professional Engineers Act, and shall be wholly responsible for the completeness and accuracy of all data, technical studies, reports, plans, specifications and estimates prepared pursuant to this Agreement and shall check all of its work product accordingly.

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

LOR GEOTECHNICAL
GROUP, INC.
6121 Quail Valley Court
Riverside, CA 92507
Attn: Andrew A. Tardie

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 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 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 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 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. **INTENTIONALLY DELETED**

17. 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 back-checked, 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.

18. TERMINATION

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

A. Agreement

i. Terminate this Agreement without cause upon providing CONSULTANT thirty business days written notice stating the extent and effective date of termination; or

ii. Upon five 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 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.

C. Notwithstanding anything contained in this Agreement. CONSULTANT may terminate this Agreement by providing ninety days written notice to DISTRICT in the event CONSULTANT is experiencing an organizational shift due to the loss of access to vital resources, personnel or assets necessary to fulfill its obligations under this Agreement.

19. 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. Any changes to the approved scope of services must be authorized by DISTRICT's General Manager-Chief Engineer 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.

20. 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.

21. 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.

22. 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.

23. 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. 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 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 by a new or revised Task Order.

At any time during the performance of the Task Order, the Project Manager, upon providing five 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.

24. 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 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.

25. ASSIGNMENT

Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without

the prior written consent of DISTRICT and approval by DISTRICT's 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; 4) to a corporation if, immediately after the transfer, the partner making the transfer continues to own at least fifty 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 fifty percent (50%) 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 days prior to the occurrence of such event.

26. 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.

27. 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.

28. 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.

29. 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.

30. NON-APPROPRIATION OF FUNDS

It is mutually agreed and understood that the obligation(s) of DISTRICT are limited

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

31. 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 sub-consultants 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 sub-consultants, 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 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 31A and 31B 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.

32. 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 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.

33. 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.

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 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. NAME CHANGE – If CONSULTANT changes its name, CONSULTANT must

provide written notice to DISTRICT within thirty days of the name change. The notification must include the legal documentation supporting the name change. Both Parties must then execute an amendment to this Agreement to reflect the new name, and any references to the old name will be replaced with the new name throughout the Agreement. In the event the name change is the result of a merger or some other change in corporate status, CONSULTANT must provide the legal documents supporting the change in corporate status including the contract term that confirms the new entity has assumed responsibility for the contract with DISTRICT consistent with Section 25: Assignment.

37. DISENTANGLEMENT – CONSULTANT shall cooperate with DISTRICT and DISTRICT's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. CONSULTANT shall cooperate with DISTRICT's efforts to effectuate such transition with the goal of minimizing or eliminating any interruption of work required under the Agreement and any adverse impact on the provision of services or DISTRICT's activities; provided, however, that DISTRICT shall pay CONSULTANT on a time and materials basis at the then-applicable rates for all additional services performed in connection with such cooperation. CONSULTANT shall deliver to DISTRICT or its designee, at DISTRICT's request, all documentation and data related to DISTRICT, including, but not limited to, all work product provided in Section 15 of this Agreement, held by CONSULTANT, and after return of same, CONSULTANT shall destroy all copies thereof still in CONSULTANT's possession at no charge to DISTRICT. Such data delivery shall be in an electronic format to facilitate archiving or loading into a replacement application. DISTRICT and CONSULTANT shall mutually agree to the specific electronic format.

38. 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.

39. 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.

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

JUN 0 2 2026.
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

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

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

APPROVED AS TO FORM:

MINH C. TRAN
County Counsel

By: _____
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

ATTEST:

KIMBERLY RECTOR
Clerk of the Board

By: _____
Deputy

(SEAL)

Consulting Services Agreement with LOR Geotechnical Group, Inc.
FY 2026-27 to FY 2030-31
04/08/26
AMR:blj

JUN 0 2 2026 14.5

LOR GEOTECHNICAL GROUP, INC.
a California corporation

JOHN P. LEUER
President

Consulting Services Agreement with LOR Geotechnical Group, Inc.
FY 2026-27 to FY 2030-31
04/08/26
AMR:blj

ATTACHMENT A

SERVICE CATEGORY CHECKLIST
CONSTRUCTION OVERSIGHT AND MANAGEMENT

	TASK
C.1	Full-Service Construction Management
C.2	Inspection
C.3	Materials Testing and Analysis

ATTACHMENT B
SCOPE OF SERVICES

Service Category C. CONSTRUCTION OVERSIGHT & MANAGEMENT

Task C.1 Full-Service Construction Management

Firms responding to this Task must have an established team of local staff that is qualified and experienced in providing full- service Construction Management for flood control or similar linear underground projects. Relevant past experience should include construction management for linear projects within the 'built' environment, such as within existing paved public roads, and experience with applicable codes and standards used in the construction of flood control facilities.

Firms providing full-service Construction Management would act as an agent of the District, provide all necessary oversight to verify and enforce compliance with the plans and specifications, over the three phases of a construction project: Preconstruction, Construction and Closeout.

Firms must present an established and appropriately qualified local team that covers the following roles:

1. *Construction Manager:* This person would be responsible for coordinating all consultant operations in providing full-service construction management and would be the primary point of coordination with the District and the contractor. The personnel in this role should have a minimum of five (5) years of experience as a lead in providing construction management over relevant construction projects. Must be a PE-Civil in California and should have knowledge of hydraulics and reinforced concrete structures.
2. *Field Inspector:* See C.2 below for requirements.
3. *Materials Testing and Analysis*: See C.3 below for requirements.

Task C.2 Inspection

Firms responding to this Task must identify local staff that have the experience and qualifications to provide full or part time inspection on flood control projects, including all documentation necessary to track progress, estimate quantities, verify payment requests, etc. Emphasis should be placed on experience inspecting construction projects within a 'built' environment, such as within existing paved public roads, and experience with applicable standards and conventions used in the construction of flood control facilities.

The inspector(s) shall have a minimum of five (5) years of experience inspecting relevant construction projects and shall be a trained competent person as defined by 29 CFR 1926.650. Inspection staff that are certified as a Qualified Stormwater Pollution Prevention Plans (SWPPP) Practitioner (QSP) are also desired to ensure that the District (as project owner and LRP) stays in compliance with the Construction General Permit.

Task C.3 Materials Testing and Analysis

Firms responding to this Task must identify the staff available to perform testing and reporting on materials such as earthwork, concrete and asphalt. The equipment and/or laboratories that will be utilized shall also be referenced. Testing may consist of, but not be limited to, the following:

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

Staff identified for providing Materials Testing and Analysis must have a minimum of two (2) years of relevant experience, specifically, including experience in the use of a Nuclear Moisture/Density Gauge and must have and maintain all required industry or equipment certifications. Possession of appropriate American Concrete Institute (ACI) Certifications is preferred.

ATTACHMENT C

TASK ORDER APPROVAL

CONSULTANT: **COMPANY NAME (bold)**

PROJECT NAME: **@ (bold)**

The Scope of Services for this Task Order No.__, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, shall constitute an approved Task Order pursuant to the Agreement between DISTRICT and CONSULTANT dated _____ ("AGREEMENT"). CONSULTANT agrees to perform the services described in Exhibit "A", within the time set forth in the Project Schedule as described in Exhibit "B" attached hereto and incorporated herein, for a fee amount of $_____, unless otherwise modified by DISTRICT's Project Manager in a subsequent Task Order Approval Form. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "C" and incorporated herein by this reference.

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

Dated _____
(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

CONSULTING SERVICES AGREEMENT
FY 2026-27 to FY 2030-31

The Consulting Services Agreement ("Agreement") dated as of July 1, 2026 is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic, hereinafter called "DISTRICT", and MCY 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 Category G, as further described in "Service Categories and 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 "B", 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 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 "C"). 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

JUN 0 2 2026 14.5

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 become effective on July 1, 2026 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, 2031 and is to be completed by June 30, 2032.

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 Three Million Six Hundred Thousand ($3,600,000) 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 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 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 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.

If, pursuant to this Agreement, CONSULTANT is engaged as a "Professional Engineer" pursuant to Section 6701 of the Professional Engineers Act (Chapter 7 of Division 3 of the Business and Professions Code), then CONSULTANT assumes responsible charge of the work pursuant to Section 6703 of the Professional Engineers Act, and shall be wholly responsible for the completeness and accuracy of all data, technical studies, reports, plans, specifications and estimates prepared pursuant to this Agreement and shall check all of its work product accordingly.

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

MCY CONSULTING INC.
25895 Aliso Creek Road Ste B-441
Aliso Viejo, CA 92656
Attn: Mehmet Cenk Yavas

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 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 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 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 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. **INTENTIONALLY DELETED**

17. 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 back-checked, 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.

18. TERMINATION

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

A. Agreement

i. Terminate this Agreement without cause upon providing CONSULTANT

thirty business days written notice stating the extent and effective date of termination; or

ii. Upon five 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 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.

C. Notwithstanding anything contained in this Agreement. CONSULTANT may terminate this Agreement by providing ninety days written notice to DISTRICT in the event CONSULTANT is experiencing an organizational shift due to the loss of access to vital resources, personnel or assets necessary to fulfill its

obligations under this Agreement.

19. 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. Any changes to the approved scope of services must be authorized by DISTRICT's General Manager-Chief Engineer 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.

20. 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.

21. 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.

22. 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.

23. 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. 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 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 by a new or revised Task Order.

At any time during the performance of the Task Order, the Project Manager, upon providing five 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.

24. 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 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.

25. ASSIGNMENT

Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of DISTRICT and approval by DISTRICT's 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; 4) to a corporation if, immediately after the transfer, the partner making the transfer continues to own at least fifty 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 fifty percent (50%) 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 days prior to the occurrence of such event.

26. 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.

27. 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.

28. 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.

29. 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.

30. NON-APPROPRIATION OF FUNDS

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

31. 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 sub-consultants 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 sub-consultants, 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 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 31A and 31B 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.

32. 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 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.

33. 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.

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 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. NAME CHANGE – If CONSULTANT changes its name, CONSULTANT must provide written notice to DISTRICT within thirty days of the name change. The notification must include the legal documentation supporting the name change. Both Parties must then execute an amendment to this Agreement to reflect the new name, and any references to the old name will be replaced with the new name throughout the Agreement. In the event the name change is the result of a merger or some other change in corporate status, CONSULTANT must provide the legal documents supporting the change in corporate status including the contract term that confirms the new entity has assumed responsibility for the contract with DISTRICT consistent with Section 25: Assignment.

37. DISENTANGLEMENT – CONSULTANT shall cooperate with DISTRICT and DISTRICT's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. CONSULTANT shall cooperate with DISTRICT's efforts to effectuate such transition with the goal of minimizing or eliminating any interruption of work required under the Agreement and any adverse impact on the provision of services or DISTRICT's activities; provided, however, that DISTRICT shall pay CONSULTANT on a time and materials basis at the then-applicable rates for all additional services performed in connection with such cooperation. CONSULTANT shall deliver to DISTRICT or its designee, at DISTRICT's request, all documentation and data related to DISTRICT, including, but not limited to, all work product provided in Section 15 of this Agreement, held by CONSULTANT, and after return of same, CONSULTANT shall destroy all copies thereof still in CONSULTANT's possession at no charge to DISTRICT. Such

data delivery shall be in an electronic format to facilitate archiving or loading into a replacement application. DISTRICT and CONSULTANT shall mutually agree to the specific electronic format.

38. 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.

39. 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

JUN 0 2 2026.
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

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

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

APPROVED AS TO FORM:

MINH C. TRAN
County Counsel

By: _____
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

ATTEST:

KIMBERLY RECTOR
Clerk of the Board

By: _____
Deputy

(SEAL)

Consulting Services Agreement with MCY Consulting Inc.
FY 2026-27 to FY 2030-31
04/08/26
AMR:blj

JUN 0 2 2026 14.5

MCY CONSULTING INC.
a California corporation

MEHMET CENK YAVAS
President

Consulting Services Agreement with MCY Consulting Inc.
FY 2026-27 to FY 2030-31
04/08/26
AMR:blj

ATTACHMENT A

SERVICE CATEGORY CHECKLIST
DEVELOPMENT PLAN CHECK

	TASK
G.1	Full-Service Plan Checking

ATTACHMENT B
SCOPE OF SERVICES

Service Category G. DEVELOPMENT PLAN CHECK

Task G.1 Full-Service Plan Checking

Overview

The District provides comprehensive plan check services for a variety of land development projects (e.g., subdivisions, plot plans, use permits, etc.). Additionally, other projects that are not associated with a specific land development proposal (e.g., outside agency capital improvement/public works projects or major encroachment permits) may also be reviewed.

All plan check consultants shall retain, either on staff or through a designated subconsultant, qualified environmental professionals capable of reviewing and evaluating documents for compliance with CEQA, the Western Riverside County and Coachella Valley MSHCPs and applicable regulatory permits (e.g. 401/404/1602). These professionals shall be able to verify consistency with mitigation measures, assess the adequacy of environmental clearance for construction and long-term operation and maintenance and identify any deficiencies that could impact the District's ability to accept or maintain proposed facilities.

Typically, the following plans, calculations, and documents shall be reviewed for compliance with the land use authority's recommended Conditions of Approval and/or District engineering and maintenance standards and other applicable requirements:

- Drainage improvement plans including storm drain, detention basin, levee and channel plans;
- Hydrologic and hydraulic calculations;
- Structural calculations;
- Street improvement plans (drainage related);
- Grading plans (rough and fine);
- Water-sewer plans (conflict with drainage plans only);
- Final subdivision maps and environmental constraint sheets;
- Adequacy of right of way and/or easement requirements;
- Covenants, conditions and restrictions (CC&R);
- Bonding estimates (drainage improvements);
- CEQA documents, regulatory/resource agency permits, MSHCP compliance documents;
- Water quality management plans (WQMP);
- Encroachment permits (EP);
- Flood Permits (FP);
- Geotechnical reports;
- Storm Water Pollution Prevention Plans (SWPPP);
- Technical specifications (drainage improvements); and
- FEMA Conditional Letter of Map Revision (CLOMR/LOMR) documents.

Review Process

Generally, the land use authority's Conditions of Approval serve as the initial scope of work for review of a developer's improvement plans/project. District Plan Check staff will discuss each project in detail with the Consultant and define project specific scope of work, including any special requirements, prior to authorizing any work. Consultant shall propose a budget for each assignment prior to commencing the plan review.

Overall Procedure and Deliverables

1. Consultant shall write corrections directly on the submitted plans, reports, and related documents and prepare a summary checklist of review comments. This will include calling out any conflicts, mistakes, inaccuracies, and/or omissions shown on the plans. Provide substantive comments identifying any portion of the project that, in the opinion of Consultant, does not meet or satisfy the applicable hydrology/hydraulics, structural design, environmental/regulatory, or operation and maintenance requirements.

2. It is critically important that the first plan review is comprehensive and that the Consultant provides as much feedback as possible to the applicant and the applicant's engineer. Specific plan check comments shall be annotated in red on the plans, reports or related documents. In addition, a concise and descriptive plan check comment letter summarizing the most substantive comments on the plans and any additional comments not indicated on the plans shall be prepared. All correspondence shall be prepared on Consultant's letterhead stationery, stamped and signed by the Consultant, and countersigned by District staff prior to sending out plan check letter. A copy of the comment letter and check prints shall be neatly packaged and made ready for pickup by the applicant's engineer. Consultant shall promptly notify the applicant's engineer to pick up the redlines.

3. All plans and correspondence shall be neatly organized and submitted to District staff for filing.

4. Upon receipt of 60% plan submittal the 3rd submittal (typical), coordinate scheduling of a District "all hands" meeting to introduce and discuss the project with pertinent District staff.

5. Approval letters for all plans, hydrologic and hydraulic studies, environmental documents, regulatory permits, WQMP's and any other reports shall be clear, concise and shall specifically identify each submitted document by date.

6. After the check prints have been reviewed and approved (QA/QC) by the Chief of Planning, advise applicant's engineer to proceed with the printing of the final mylar plan set.

7. Initial each mylar sheet of the final drawings prior to recommending for signature.

8. Ensure that four (4) copies of the approved final WQMP are submitted to District prior to issuance of a final approval letter.

9. Update case status in the District's improvement plan tracking system (DLMT).

Time

Time is of the essence. Completed plan review comments shall be returned to the applicant/engineer within three (3) weeks of authorization to proceed. Consultant must allow sufficient time to review all plan check comments with District staff prior to providing comments to the applicant/engineer.

Review of Improvement Plans

The following are key elements of the plan check process and services required:

1. Examine the overall concept prior to checking the details. Any fatal flaws must be identified as early as possible. Conduct a thorough investigation of the proposed facility, and its relationship to other facilities, waterbodies, adjacent projects, and real property.

2. Review hydrology and hydraulic reports to ensure the proposed facility has adequate capacity to convey the design peak discharge (interim or ultimate condition, whichever is greater).

3. Determine whether the proposed improvement's drainage facilities are to be operated and maintained by the District or whether they are facilities to be "maintained by others". If the subject improvements are:

    a) *District Maintained Facilities*: The Improvement Plans shall be checked for meeting District's drafting, design, and operation and maintenance standards. Consultant should further check for appropriate right of way, egress, and ingress routes and consult with District staff for specifics, as necessary. Plans shall be reviewed not only for constructability but also for practicality of maintenance.
    b) *Facilities Maintained by Others*: The Improvement Plans shall be checked in accordance with

the Memorandum of Understanding between the District and the Riverside County Transportation Department, dated March 2020, and any amendments or addendum thereto. The maintaining agency shall be consulted and kept informed of progress, constraints and unique situations.

4. Improvement plan reviews shall include, but may not be limited to, all of the following Tasks:
   a) Checking the design for conformance with:
      i. Approved Tentative Map, Specific Plans, and Site Plans;
      ii. Applicable conditions of approval;
      iii. Other agencies' recommendations (e.g., Riverside County Transportation Department, Caltrans, etc.);
      iv. District Master Drainage Plans or other proposed drainage plans;
      v. District Drafting Standards; and
      vi. Standard and General Construction Notes.
   b) Checking for good engineering practice and verifying that the proposed design will function properly with emphasis on:
      i. Structural integrity of facility;
      ii. Hydraulic capacity;
      iii. Facility alignment;
      iv. Inlet and outlet conditions;
      v. Appropriate construction notes and general notes;
      vi. Constructability;
      vii. Access for maintenance and ease of maintenance including rehabilitation/restoration;
      viii. All pertinent information including right of way/easement limits shown on plans;
      ix. Proximity to other utility lines; and
      x. Other items that may be unique to the project.
   c) Checking the associated street improvement plans, grading plans, sewer, and water plans to ensure no conflict with drainage facility.

Review of Environmental Documents and Regulatory Permits

The following guidelines provide the minimum standards of practice that must be met in reviewing environmental documents submitted in conjunction with the review of improvement plans for facilities that are to be owned, operated, and maintained by the District, not only for construction, but also for subsequent Operation and Maintenance. Ensure that any compensatory mitigation proposed with the project would not in any way encumber or otherwise prohibit the District from carrying out its operation and maintenance responsibilities in any manner.

1. *California Environmental Quality Act (CEQA)*: Ensure that the Project Description of any applicable CEQA document(s) accurately describes and specifically discusses the construction, operation, and maintenance of any facilities that the District is to accept for ownership, including any offsite facilities.

2. *Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP)*: Review MSHCP compliance documentation of the proposed construction of all onsite and offsite drainage facilities with Section 3.2.1. (Criteria Area and Public/Quasi Public Lands); Section 6.1.2. (Riparian/Riverine Areas and Vernal Pools); Section 6.1.3. (Narrow Endemic Plant Species); Section 6.1.4. (Urban/Wildlife Interface Guidelines); Section 6.3.2. (Additional Surveys); Section 7.5.3. (Construction Guidelines); and Appendix "C" of the MSHCP. Ensure that the MSHCP compliance documents adequately address future District maintenance activities.

3. *Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP):* Review CVMSHCP compliance documentation of the proposed construction of all onsite and offsite drainage facilities and ensure compliance documents adequately address future District maintenance activities, pursuant to Section 13.5 of the "Implementing Agreement" between the District and Coachella Valley

Association of Governments. Requirements include: (1) Compliance with relevant processes and measures to ensure application of the Conservation Area requirements set forth in Section 4 of the CVMSHCP; (2) Compliance with the applicable Land Use Adjacency Guidelines as set forth in Section 4.5 of the CVMSHCP; (3) Compliance with the Avoidance, Minimization and Mitigation Measures in Section 4.4 of the CVMSHCP; (4) Ensure implementation consistent with the Species Conservation Goals and Objectives in Section 9 of the CVMSHCP; (5) Permanently protect and manage Mitigation Land within the reserve system legally owned and/or controlled by the entity unless conveyed to the Coachella Valley Conservation Commission; and (6) Participate in the Joint Project Review Process for its projects within the Conservation Areas as described in Section 6.6.1.1 of the plan, if applicable.

4. *Regulatory Permits:* Review draft regulatory permits authorizing the construction, operation and future maintenance of the proposed flood control facilities, including U.S. Army Corps of Engineers Section 404 permits, Regional Water Quality Control Board Section 401 Water Quality Certifications, California Department of Fish and Game Section 1602 Streambed Alteration Agreements and Regional Water Quality Control Board Porter-Cologne program Waste Discharge Requirements. Ensure that the draft regulatory permits include/address all necessary future District maintenance activities.

Review of Water Quality Management Plans

Consultant shall review the final project specific WQMP and shall use the checklist for corresponding to appropriate municipal stormwater (MS4) permit. The checklist can be found in Appendix F of the *Drainage Area Management Plan* (DAMP) for Santa Ana Region and Santa Margarita Region, and Appendix I of the *Storm Water Management Plan* (SWMP) for Colorado River Region (White Water). The permits/WQMP checklists are updated regularly, therefore it is the Consultant's responsibility to ensure that all WQMP's are reviewed pursuant to applicable permits.

Review of Encroachment Permits

Consultant shall review the encroachment permit in accordance with scope of work defined by the Operations and Maintenance Division, including, but not limited to, the requirements covered above.

ATTACHMENT C

TASK ORDER APPROVAL

CONSULTANT: **COMPANY NAME (bold)**

PROJECT NAME: **@ (bold)**

The Scope of Services for this Task Order No.__, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, shall constitute an approved Task Order pursuant to the Agreement between DISTRICT and CONSULTANT dated _____ ("AGREEMENT"). CONSULTANT agrees to perform the services described in Exhibit "A", within the time set forth in the Project Schedule as described in Exhibit "B" attached hereto and incorporated herein, for a fee amount of $_____, unless otherwise modified by DISTRICT's Project Manager in a subsequent Task Order Approval Form. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "C" and incorporated herein by this reference.

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

Dated _____
(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

CONSULTING SERVICES AGREEMENT
FY 2026-27 to FY 2030-31

The Consulting Services Agreement ("Agreement") dated as of July 1, 2026 is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic, hereinafter called "DISTRICT", and MEYERS NAVE, a California Professional 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 Category J, as further described in "Service Categories and 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 "B", 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 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 "C"). 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

JUN 0 2 2026 14.5

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 become effective on July 1, 2026 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, 2031 and is to be completed by June 30, 2032.

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 Two Hundred Thousand Dollars ($200,000) 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 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 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 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.

If, pursuant to this Agreement, CONSULTANT is providing Real Estate Services, then CONSULTANT shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONSULTANT's profession practicing in the State of California, including, but not limited to, the standards set forth in the Uniform Standards of Professional Appraisal Practice ("USPAP") and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) or Title 25, California Code of Regulations, its amendments and other pertinent laws and regulations, 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 in an efficient and economical manner.

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

MEYERS NAVE
707 Wilshire Boulevard, 24th Floor
Los Angeles, CA 90017
Attn: David W. Skinner

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 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 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 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 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

Unless otherwise stated in DISTRICT approved scope of services, CONSULTANT shall provide DISTRICT with a minimum of (i) three original paper copies; and (ii) one digital copy of the final report(s). CONSULTANT shall also provide DISTRICT with an electronic submission of the final report(s) to DISTRICT's Real Estate Services Section (Attention: Yolanda King at yking@rivco.org). All work products and any other documents furnished in accordance with this Agreement shall meet the criteria

for acceptance and be a product of neat appearance and well organized.

Upon completion of all work under this Agreement and as set forth in Attachment "A", ownership and title to all work products and any other documents produced as part of this Agreement will automatically be vested in DISTRICT, and no further agreement will be necessary to transfer ownership to DISTRICT.

16. REPORTS DUE DATE

CONSULTANT shall submit the completed data, appraisal report(s), files, materials, policies, records for each property owner, tenant, lessee, displacee and relocatee for residential real estate transactions and/or non-residential real estate transactions, and all copies to DISTRICT no later than fifteen calendar days following the effective date of the value estimate established by CONSULTANT.

CONSULTANT shall submit all other report(s) within the timeframe stated in DISTRICT approved scope of services. By accepting an assignment, CONSULTANT acknowledges that the specified timeframe is both realistic and achievable and that the report(s) shall be completed by that time.

17. 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 back-checked, 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.

18. TERMINATION

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

A. Agreement

i. Terminate this Agreement without cause upon providing CONSULTANT thirty business days written notice stating the extent and effective date of termination; or

ii. Upon five 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 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.

C. Notwithstanding anything contained in this Agreement. CONSULTANT may terminate this Agreement by providing ninety days written notice to DISTRICT in the event CONSULTANT is experiencing an organizational shift due to the loss of access to vital resources, personnel or assets necessary to fulfill its obligations under this Agreement.

19. 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. Any changes to the approved scope of services must be authorized by DISTRICT's General Manager-Chief Engineer 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.

20. 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.

21. 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.

22. 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.

23. 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. 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 shall be considered unauthorized and shall not be paid for by DISTRICT. However, subject to the conditions set forth herein, in the event legal representation is needed on behalf of DISTRICT, CONSULTANT shall enter into a separate agreement to provide such legal services, subject to the review and approval of the DISTRICT's County Counsel.

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 by a new or revised Task Order.

At any time during the performance of the Task Order, the Project Manager, upon providing five 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.

24. 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 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.

25. ASSIGNMENT

Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of DISTRICT and approval by DISTRICT's 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; 4) to a corporation if, immediately after the transfer, the partner making the transfer continues to own at least fifty 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 fifty percent (50%) 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 days prior to the occurrence of such event.

26. 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.

27. 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.

28. 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.

29. 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.

30. NON-APPROPRIATION OF FUNDS

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

31. 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 sub-consultants 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 sub-consultants, 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 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 31A and 31B 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.

32. 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 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.

33. 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.

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 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. NAME CHANGE – If CONSULTANT changes its name, CONSULTANT must provide written notice to DISTRICT within thirty days of the name change. The notification must include the legal documentation supporting the name change. Both Parties must then execute an amendment to this Agreement to reflect the new name, and any references to the old name will be replaced with the new name throughout the Agreement. In the event the name change is the result of a merger or some other change in corporate status, CONSULTANT must provide the legal documents supporting the change in corporate status including the contract term that confirms the new entity has assumed responsibility for the contract with DISTRICT consistent with Section 25: Assignment.

37. DISENTANGLEMENT – CONSULTANT shall cooperate with DISTRICT and DISTRICT's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. CONSULTANT shall cooperate with DISTRICT's efforts to effectuate such transition with the goal of minimizing or eliminating any interruption of work required under the

Agreement and any adverse impact on the provision of services or DISTRICT's activities; provided, however, that DISTRICT shall pay CONSULTANT on a time and materials basis at the then-applicable rates for all additional services performed in connection with such cooperation. CONSULTANT shall deliver to DISTRICT or its designee, at DISTRICT's request, all documentation and data related to DISTRICT, including, but not limited to, all work product provided in Section 15 of this Agreement, held by CONSULTANT, and after return of same, CONSULTANT shall destroy all copies thereof still in CONSULTANT's possession at no charge to DISTRICT. Such data delivery shall be in an electronic format to facilitate archiving or loading into a replacement application. DISTRICT and CONSULTANT shall mutually agree to the specific electronic format.

38. 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.

39. 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.

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

JUN 0 2 2026.
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

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

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

APPROVED AS TO FORM:

MINH C. TRAN
County Counsel

By: _____
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

ATTEST:

KIMBERLY RECTOR
Clerk of the Board

By: _____
Deputy

(SEAL)

Consulting Services Agreement with Meyers Nave
FY 2026-27 to FY 2030-31
04/14/26
AMR:blj

JUN 0 2 2026 14.5

Docusign Envelope ID: B0E036FD-F62A-85F2-828B-A428CB290770

MEYERS NAVE
a California professional corporation

Signed by:
David Skinner
69963EED5A7A452...

DAVID W. SKINNER
Principal

docusign

Certificate Of Completion

Envelope Id: B0E036FD-F62A-85F2-828B-A428CB290770
Status: Completed
Subject: Kindly review and sign this document
Source Envelope:
Document Pages: 41
Signatures: 1
Certificate Pages: 3
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
InfoTrack SignIT
Level 8, 135 King Street
Sydney, NSW 2000
esigning@infotrack.com
IP Address: 54.82.26.167

Record Tracking

Status: Original
5/7/2026 7:39:40 AM
Holder: InfoTrack SignIT
esigning@infotrack.com
Location: DocuSign

Signer Events	Signature	Timestamp
David Skinner david@meyersnave.com Security Level: .Email ID: 4f5a8925-5af8-4ab8-b467-50c70ce9ccda 5/9/2026 12:13:59 PM	Signed by: David Skinner 69963EFD5A7A4B2... Signature Adoption: Pre-selected Style Using IP Address: 174.78.188.242	Sent: 5/7/2026 7:39:42 AM Viewed: 5/9/2026 12:14:08 PM Signed: 5/9/2026 12:14:38 PM

Electronic Record and Signature Disclosure:
Accepted: 5/9/2026 12:14:08 PM
ID: 334e15fc-33bb-4a52-81cd-71e215587d92

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	5/7/2026 7:39:42 AM
Certified Delivered	Security Checked	5/9/2026 12:14:08 PM
Signing Complete	Security Checked	5/9/2026 12:14:38 PM
Completed	Security Checked	5/9/2026 12:14:38 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ATTACHMENT A

1

SERVICE CATEGORY CHECKLIST
REAL ESTATE SERVICES APPRAISAL SERVICES

	TASK
J.1	Mail Notice
	A) Title Review
	B) Property Inspection
	C) Improvements
	D) Market Research
	E) Comparable Sales
	F) Narrative Appraisal Report
	G) Eminent Domain
	H) Cost Estimates
J.2	Relocation Services
	A) Interview Occupants
	B) Research
	C) Compile Statistics
	D) Relocation Plan
	E) Relocation Implementation
J.3	Title Services
	A) Preliminary Title Reports
	B) Policies of Title Insurance
	C) Escrow Services
	D) Other Services
J.4	Attorney Services
	A) Legal Counsel
	B) Eminent Domain

ATTACHMENT B
SCOPE OF SERVICES

Service Category J. REAL ESTATE SERVICES APPRAISAL SERVICES

Task J.1 Mail Notice

Appraiser will mail a notification letter to property owner requesting permission to conduct an on-site inspection of the property, advising them of their right to accompany the appraiser at the time of the inspection and requesting information regarding the appraised property which could influence the appraised value.

Sub-Task A) Title Review

Appraiser will review title information pertaining to the respective ownerships and will review all pertinent information relative to the parcel.

Sub-Task B) Property Inspection

Appraiser will inspect each property personally with the owner (if possible) and document the inspection with photographs for use in the report.

Sub-Task C) Improvements

Appraiser will inventory all improvements affected by the proposed taking, including notes on their manner of disposition (i.e., pay-for and remove vs. move back).

Sub-Task D) Market Research

Appraiser will perform market research to support the selected appraisal methodology and will document and confirm comparable sales information.

Sub-Task E) Comparable Sales

Appraiser is responsible for determining which comparables are the best and most appropriate for the project. Comparable sales should have similar physical and legal characteristics when compared to the subject property. This does not mean that the comparables must be identical to the subject property, but it should be competitive and appeal to the same market clientele that would also consider purchasing the subject property. Comparables that are significantly different from the subject property may be acceptable; however, the appraiser must describe the differences, consider these factors in the market value, and provide an explanation justifying the use of the comparables.

Sub-Task F) Narrative Appraisal Report

Appraiser will prepare a narrative appraisal report that conforms to the Uniform Standard of Professional Appraisal Practice (USPAP). The appraisal study and report are intended to serve as an acquisition appraisal and will be prepared in a summary format consistent with the specifications for narrative appraisal reports, including. but not limited to, parcel data, analysis of highest and best use, valuation, appraiser qualifications, available hazardous material usage/waste data, exhibits of location, site maps and other pertinent exhibits.

Sub-Task G) Eminent Domain

Appraiser shall be aware of eminent domain laws and valuation approaches used in eminent domain litigation and be comfortable as an expert witness.

Sub-Task H) Costs Estimates

Appraiser will provide an estimate of probable costs for right of way acquisitions and service costs necessary to complete the project of the specified subject area.

Task J-2. Relocation Services

Sub-Task A) Interview Occupants

Interview all potentially affected occupants to determine relocation needs. The interview queries business needs, special licensing, permits or zoning needs, information on trade areas, special moving requirements, etc. The interview also queries household information such as: the number, age and gender of all occupants, income of the household, distance to employment and utilized neighborhood services, special needs of the household, etc.

Sub-Task B) Research
Research the marketplace for available replacement locations and/or establish rent schedules for compiling project costs.

Sub-Task C) Compile Statistics
Compile statistics on available housing and business replacement sites and calculate potential project costs.

Sub-Task D) Relocation Plan
Create and present draft relocation plan to client. Distribute plan to project participants, make it available for public inspection, and make any needed revisions brought up during the public inspection period. Participate in adoption presentation meeting.

Sub-Task E) Relocation Implementation
Secure the basic case information and set up case file, maintain the necessary case documentation and contact diary throughout the course of our involvement with the claimant. Conduct an initial in-depth field interview with claimant, document rent, income, family size, names/ages of occupants, determine relocation needs, preferences, and special requirements, and provide general information notices and brochure. Explain relocation process, rights, and benefits available. If needed, provide ongoing advisory assistance to minimize hardships on claimants, including referrals to and coordination with community service resources, public housing, and other public services. Also, if needed, document rent with rental agreement, receipts, or economic rent. Document/verify income using pay stubs, budget worksheets, tax returns, certification, and/or cash affidavit. Use rent method if income cannot be verified. Assist with the reconciliation of fixtures and equipment among owner and tenant. Create rent schedule for project as appropriate and if authorized by client, search, and document comparable for each claimant, provide initial referrals and three sets of additional housing referrals every 4-6 weeks as necessary. Search for available non-residential sites until Consultant recommends at least one appropriate site or determines that no such site exists. Provide with any referral an evaluation form which requests feedback as the suitability of the site referral and attempt to secure response from claimant. Prepare letter of eligibility based on most appropriate comparable or rent schedule and seek authorization of client. Deliver letter of eligibility to claimant, discuss findings, and impacts to occupants' particular needs. Amend the letter of eligibility again if the economics of the comparable' s availability changes over the course of our assignment. Prepare and deliver 90-day notice to vacate no later than 12 weeks after general information notices have been delivered. If needed, arrange for transportation to view replacement sites, assist claimants with their selection of a replacement site, with lease offers, with review of rental agreements, and with move bids or fixed moving payment. Inspect selected site to ensure it meets decent, safe, and sanitary requirements. Monitor the replacement site escrow and explain the relocation process to agent and escrow officer as necessary. Review and discuss claimants' moving plans, build out specification and personal property inventory and coordinate eligibility limitations in advance of physical move. Verify vacation of displacement site and secure a certificate of abandonment. Determine eligibility for proposed amount of relocation benefits, including actual and reasonable moving payments, rental or purchase differential payments, re-establishment payments, and fixed payments as applicable. For residential moves, secure and process an advance claim to assist with the move, and a second final claim incorporating the moving costs and rental/purchase differential payment once family has moved to selected displacement site. For non-residential moves, secure and process moving assistance, re-establishment, in lieu, or settlement claims ensuring that no item was duplicated in the acquisition process. Each claim will be signed by the claimant supported by appropriate back-up (written bids, schedules, receipts, etc.) and will be reviewed by Consultant for recommendation before submitting to client for approval. Each claim check will be delivered to claimant in person (as feasible) and a receipt of payment will be secured.

Task J-3. Title Services

Sub-Task A) Preliminary Title Reports
Furnish preliminary title reports, litigation guarantees and title reports to District within fifteen (15) working days upon receipt of written request for such report(s). Reports to be submitted in an electronic form and shall include, but not be limited to, the following items:

- The names and addresses as disclosed of record of all persons or parties owning or claiming, or who may own or claim an interest in such parcel, and the nature of such interest and from whom deeds or releases

should be obtained or who should be named as party defendants in an eminent domain action. This would only apply to litigation guarantees;

- A copy of the instruments(s) whereby the vestee acquired title;
- Such tax information as the County Assessor's Parcel reference, code area, the amount of taxes and a statement of any special assessments;
- The vesting documents and Schedule B documents (easements, assessments, encumbrances and rights of way) will be sent with the title reports;

- A portion or portions of a street, alley or highway abutting a parcel will be included up to three (3) contiguous parcels, as part of the land covered in the report, provided the title thereto vests in the same ownership as the adjoining parcel; and
- Provide District an invoice with each item as it is delivered to District. Provide supplemental reports showing matters, if any, appearing of record subsequent to the date of the prior report.

Sub-Task B) Policies of Title Insurance

Furnish California Land Title Association (CLTA) Standard Coverage Policies of Title Insurance covering the estate or interest created through the acquisition of real property by District or American Land Title Association (ALTA) policies. Policies will be delivered to District within ten (10) days of recordation of documents conveying real property to District. Notice of such recordation shall be in the form of a Closing Escrow Statement showing the recording information of documents or final order of condemnation. Provide one (1) original title insurance policy. Policies will be taken subject to such matters of record as they may remain a lien or charge against the land at the close of escrow and be approved in writing by District.

Sub-Task C) Escrow Services

Upon receipt of District's request to open escrow, instructions will be typed and returned to District within three (3) working days. Provide standard practice escrow services which include, but not limited to, the following:

- Payment of all demands of any claimants, lien holders or beneficiaries under a deed of trust deposited into escrow. Determine the proper trustee to issue a full or partial reconveyance and to prepare a substitution of trustee where necessary;
- Prorate or adjust those items as directed by District. Real estate taxes will be paid in full when a lien is due. Any proration will be established by the Assessor/Tax Collector and distributed appropriately;
- Disburse funds held in escrow pursuant to assignment of funds as directed by District;
- Bill District for all reconveyance fees, trustee fees, forwarding fees, beneficiary statements, etc., presented in connection with the reconveyance of any deed of trust eliminated through escrow, unless otherwise directed by the District. (Excluded are any prepayment penalties);
- If adverse title matters are apparent since date of issuance of latest report, notify District that closing is not possible and upon request of District a supplemental report or guarantee will be issued setting forth such adverse matters;
- Notify creditors of grantor's present address where there is a partial taking by District;
- Furnish a breakdown of rental prorations;
- Prepare and draw all instruments necessary to consummate the transaction except grant deeds and/or easement deeds which will be drawn and deposited in escrow by District;
- Proceed with closing upon receipt of necessary funds, proper documents and final instructions approving title exceptions to be shown on the Policy of Title Insurance;
- Report status of each open escrow account; and
- Estimated Escrow Closing Statements to be presented to District indicating a readiness to record. Statements will include any credits due. Statement should be issued allowing District four (4) weeks to process payments for escrows.

Sub-Task D) Other Services

Provide District with "Ownership" information on District's first one hundred (100) requests each calendar month. This information shall include parties in whom record title vests and may include a legal description of the property as it appears on record.

Furnish copies of any recorded document mentioned in reports as requested by District at no charge. Agree that the term "parcel" as used herein is defined as any of the following, with ownership within the same block of any town, city or subdivision:

- Any three (3) contiguous areas of land or lots vested in the same ownership.
- The portion of any street or alley adjoining any parcel as above defined which portion of street or alley does not pass by operation of law in a conveyance of said adjoining parcel; therefore, title thereto would vest in other than the owner of the adjoining parcel and construed as a separate parcel.

Task J-4. Attorney Services - In the event legal representation is needed on behalf of the District, Consultant shall enter into a separate agreement, with the approval of the District's County Counsel, to provide such services.

Sub-Task A) Legal Counsel

Attorney to provide legal services related to land transactions including resolving title issues and approving as to form land transaction documents related to District projects. Attorney shall appear and serve as the District's legal counsel and perform the work assigned with assistance being provided from the attached attorney's list. Attorney shall furnish all equipment, facilities, materials and labor necessary to perform in a complete, skillful and professional manner, and shall maintain all licenses required by the laws of the State of California at all times while performing services as an independent contractor for the District.

Sub-Task B) Eminent Domain

Attorney shall appear and serve as the Districts legal counsel in said eminent domain proceedings. Attorney shall provide District with timely notification of all scheduled depositions, hearings, mediations, arbitrations, trials, etc. Attorney shall provide District with one copy of Attorneys' files and/or records for each property owner. Such files and records shall be and remain the sole property of the District. Attorney shall not settle any matter or make a settlement off any amount or make any representation as to settlement possibilities without prior authorization of District.

ATTACHMENT C

TASK ORDER APPROVAL

CONSULTANT: **COMPANY NAME (bold)**

PROJECT NAME: **@ (bold)**

The Scope of Services for this Task Order No.__, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, shall constitute an approved Task Order pursuant to the Agreement between DISTRICT and CONSULTANT dated _____ ("AGREEMENT"). CONSULTANT agrees to perform the services described in Exhibit "A", within the time set forth in the Project Schedule as described in Exhibit "B" attached hereto and incorporated herein, for a fee amount of $_____, unless otherwise modified by DISTRICT's Project Manager in a subsequent Task Order Approval Form. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "C" and incorporated herein by this reference.

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

Dated _____
(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

CONSULTING SERVICES AGREEMENT
FY 2026-27 to FY 2030-31

The Consulting Services Agreement ("Agreement") dated as of July 1, 2026 is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic, hereinafter called "DISTRICT", and MICHAEL BAKER INTERNATIONAL, INC., a Pennsylvania 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 F and N, as further described in "Service Categories and 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 "B", 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 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 "C"). CONSULTANT understands and expressly agrees that the execution of this Agreement by CONSULTANT and/or the submission

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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 become effective on July 1, 2026 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, 2031 and is to be completed by June 30, 2032.

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 One Million Dollars ($1,000,000) 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 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 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 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.

If, pursuant to this Agreement, CONSULTANT is engaged as a "Professional Surveyor" pursuant to Section 8703 of the Professional Land Surveyors' Act; Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, where applicable, then CONSULTANT assumes responsible charge of the work pursuant to Section 8703 of the Professional Land Surveyors' Act; Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, where applicable, and shall be wholly responsible for the completeness and accuracy of all calculations, data, measurements, calibration, plans, specifications, computer files, maps, field notes, reports, estimates and any other materials prepared pursuant to this Agreement and shall check all such material accordingly.

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

MICHAEL BAKER
INTERNATIONAL, INC.
40810 County Center Drive
Suite 200
Temecula, CA 92591
Attn: Richard Lucera

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 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 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 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 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. **INTENTIONALLY DELETED**

17. 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 back-checked, 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.

18. TERMINATION

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

A. Agreement

i. Terminate this Agreement without cause upon providing CONSULTANT thirty business days written notice stating the extent and effective date of termination; or

ii. Upon five 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 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.

C. Notwithstanding anything contained in this Agreement. CONSULTANT may terminate this Agreement by providing ninety days written notice to DISTRICT

in the event CONSULTANT is experiencing an organizational shift due to the loss of access to vital resources, personnel or assets necessary to fulfill its obligations under this Agreement.

19. 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. Any changes to the approved scope of services must be authorized by DISTRICT's General Manager-Chief Engineer 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.

20. 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.

21. 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.

22. 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.

23. 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. 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 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 by a new or revised Task Order.

At any time during the performance of the Task Order, the Project Manager, upon providing five 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.

24. 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 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.

25. ASSIGNMENT

Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of DISTRICT and approval by DISTRICT's 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; 4) to a corporation if, immediately after the transfer, the partner making the transfer continues to own at least fifty 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 fifty percent (50%) 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 days prior to the occurrence of such event.

26. 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.

27. 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.

28. 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.

29. 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.

30. NON-APPROPRIATION OF FUNDS

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

31. 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 sub-consultants 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 sub-consultants, 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 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 31A and 31B 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.

32. 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 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.

33. 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.

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 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. NAME CHANGE – If CONSULTANT changes its name, CONSULTANT must provide written notice to DISTRICT within thirty days of the name change. The notification must include the legal documentation supporting the name change. Both Parties must then execute an amendment to this Agreement to reflect the new name, and any references to the old name will be replaced with the new name throughout the Agreement. In the event the name change is the result of a merger or some other change in corporate status, CONSULTANT must provide the legal documents supporting the change in corporate status including the contract term that confirms the new entity has assumed responsibility for the contract with DISTRICT consistent with Section 25: Assignment.

37. DISENTANGLEMENT – CONSULTANT shall cooperate with DISTRICT and DISTRICT's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. CONSULTANT shall cooperate with DISTRICT's efforts to effectuate such transition with the goal of minimizing or eliminating any interruption of work required under the Agreement and any adverse impact on the provision of services or DISTRICT's activities; provided, however, that DISTRICT shall pay CONSULTANT on a time and materials basis at the then-applicable rates for all additional services performed in connection with such cooperation. CONSULTANT shall deliver to DISTRICT or its designee, at DISTRICT's request, all documentation and data related to DISTRICT, including, but not limited to, all work product provided in Section 15 of this Agreement,

held by CONSULTANT, and after return of same, CONSULTANT shall destroy all copies thereof still in CONSULTANT's possession at no charge to DISTRICT. Such data delivery shall be in an electronic format to facilitate archiving or loading into a replacement application. DISTRICT and CONSULTANT shall mutually agree to the specific electronic format.

38. 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.

39. 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.

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

JUN 0 2 2026.
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

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

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

APPROVED AS TO FORM:

MINH C. TRAN
County Counsel

By: _____
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

ATTEST:

KIMBERLY RECTOR
Clerk of the Board

By: _____
Deputy

(SEAL)

Consulting Services Agreement with Michael Baker International, Inc.
FY 2026-27 to FY 2030-31
04/14/26
AMR:blj

JUN 0 2 2026 14.5

MICHAEL BAKER INTERNATIONAL, INC., a Pennsylvania corporation

Signed by:
Christopher Alberts
69C6076A8D96434...
4/21/2026

CHRISTOPHER ALBERTS
Vice President and Office Executive

Consulting Services Agreement with Michael Baker International, Inc.
FY 2026-27 to FY 2030-31
04/14/26
AMR:blj

docusign

Certificate Of Completion

Envelope Id: 13A78BB2-005F-4DD6-8CA7-E2C12F43F1FB
Status: Completed
Subject: Complete with Docusign: Michael Baker Intnl On-Call Super MEGA_FINAL 04.09.26.pdf
Source Envelope:
Document Pages: 49
Signatures: 1
Envelope Originator:
Certificate Pages: 1
Initials: 0
Christopher Alberts
AutoNav: Disabled
CALBERTS@mbakerintl.com
EnvelopeId Stamping: Disabled
IP Address: 152.186.213.230
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original
4/21/2026 4:20:50 PM
Holder: Christopher Alberts
CALBERTS@mbakerintl.com
Location: DocuSign

Signer Events	Signature	Timestamp
Christopher Alberts CALBERTS@mbakerintl.com Vice President Michael Baker International Security Level: Email, Account Authentication (None)	Signed by: Christopher Alberts 69C6076A8D96434... Signature Adoption: Pre-selected Style Using IP Address: 152.186.213.230	Sent: 4/21/2026 4:21:58 PM Viewed: 4/21/2026 4:22:02 PM Signed: 4/21/2026 4:24:01 PM Freeform Signing

Electronic Record and Signature Disclosure:
Not Offered via Docusign

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	4/21/2026 4:21:58 PM
Certified Delivered	Security Checked	4/21/2026 4:22:02 PM
Signing Complete	Security Checked	4/21/2026 4:24:01 PM
Completed	Security Checked	4/21/2026 4:24:01 PM

Payment Events	Status	Timestamps

ATTACHMENT A

SERVICE CATEGORY CHECKLIST
WATERSHED PROTECTION PROGRAMS

	TASK
F.1	NPDES and MS4 Program Administration and Support
F.2	TMDL/Alternative TMDL/Basin Planning Support
F.3	Water Quality Monitoring Program Design, Data Assessment and Reporting
F.4	Monitoring Field Work, Observations, Sampling and Data Collection
F.5	Laboratory Analysis
F.6	Stormwater Capture, Watershed Management Planning, and Water Conservation
F.7	Emergency Post-Fire Sediment Monitoring

ATTACHMENT A

SERVICE CATEGORY CHECKLIST
LAND SURVEYING SERVICES

	TASK
N.1	Field Surveying
N.2	Data Processing
N.3	ROW Engineering
N.4	Utility Location

ATTACHMENT B
SCOPE OF SERVICES

Service Category F. WATERSHED PROTECTION PROGRAMS

Task F.1 NPDES Program Administration and Support

Firms proposing to provide support to the District in the development of National Pollution Discharge Elimination System (NPDES) compliance programs must demonstrate qualifications and experience in one or more of the following Tasks:

NPDES Program Support

Provide assistance to the District to maintaining compliance with the three Municipal Separate Storm Sewer System (MS4) Permits governing watersheds within Riverside County; statewide NPDES general stormwater permits for construction activities, industrial activities, and aquatic pesticide applications; and other federal, state, and local policies and permits regulating stormwater and non-stormwater runoff. This may include efforts such as, but not limited to:

- Researching and providing expert guidance and recommendations regarding regulatory issues at the federal, state, and local level on Regional MS4 Permits and General NPDES Permits and related policies, law and regulations;
- Developing innovative and cost-effective strategies and programs for water quality protection and regulatory compliance;
- Developing letters, or other professional correspondence, and/or providing expert testimony on the District's behalf to federal, state, and local agencies;
- Representing the District and/or Permittees at stakeholder/technical groups or meetings;
- Creating robust auditable management systems to enable ongoing compliance with regulatory permits, including, but not limited to, policy and program documentation, activity scheduling, and reporting mechanisms;
- Preparing and coordinating annual reports and assessments to demonstrate and document compliance with MS4 Permits, including compiling and analyzing data for annual report submittals and preparing Program Effectiveness Assessments;
- Developing Reports of Waste Discharge and/or comments and alternative language to draft/redline permits;
- Preparing presentations, documents, reports, and coordinating meetings appropriate for a diverse range of audiences (including elected officials, executive management, representatives of industry, and the general public) at which stormwater program initiatives are reviewed;
- Providing Construction General Stormwater Permit compliance support and assistance, including the development and review of Stormwater Pollution Prevention Plans (SWPPP);
- Providing Industrial General Stormwater Permit compliance support and assistance, including the development and review of SWPPP's;
- Providing Aquatic Pesticide Permit compliance support and assistance; and
- Preparing and conducting hydromodification studies for channels, creeks, and other drainage features and receiving waters, including channel dimension measurements, hydrologic and geomorphic conditions, vegetation and habitat integrity evaluations, bed and bank erosion assessment, and associated impacts.

Training/Outreach

Assist the District to provide training to strengthen the skills and competencies of individuals responsible for stormwater management and protection, supporting all related program elements and activities outlined in MS4 permits, watershed management plans, water quality improvement plans, and other implementation strategies. The Consultants shall also be able to develop and implement creative and effective methods for training/outreach on relevant issues such as, but not limited to:

- Low Impact Development (LID);
- Maintenance of Stormwater Best Management Practices (BMP);
- Pollution Prevention Practices for Municipal Facilities and Activities;
- Industrial, Commercial, and Construction Site Inspections;
- Water Quality Management Plan (WQMP) Preparation and Review;
- Illicit Connection and Illegal Discharge Detection and Elimination;

- Sanitary Sewer Spill Response; and
- Regional or Statewide General NPDES Permit Implementation;

Water Quality Management Plan Implementation
Provide support for Project WQMP implementation services which include, but are not limited to:

- Preparing regulatory plans, technical guidance documents and annual reports for LID and hydromodification management;
- Assessing economic impacts of LID and hydromodification management approaches;
- Developing case studies and training programs for cities and the development industry regarding WQMP implementation;
- Developing tools (including regional mapping, modeling, and geodatabases) to simplify preparation of project WQMP's for permittees in Riverside County;
- Conducting outreach and coordination with planning, engineering, and development industry groups for the purposes of streamlining WQMP and technical guidance document development ; and
- Conducting assessments of the effectiveness of LID and hydromodification.

Task F.2 TMDL/TMDL Alternative/Basin Planning Support
Firms proposing to provide support to the District in the development of and compliance with TMDLs, TMDL

Alternative projects, and in facilitating updates to Regional Water Quality Control Plans (Basin Plans) must demonstrate qualifications and experience in the following Tasks:

Basin Planning Support
May include efforts such as, but not limited to, Supporting and Developing Use Attainability Analyses, Site Specific Objectives and/or other Basin Plan amendments with literature review, regulatory alternatives assessment, monitoring, modeling, and task force facilitation.

303(d) List Evaluation
Review of draft Integrated Reports and 303(d) lists for errors, gaps, and other issues that may facilitate appropriate listing/de-listing of water quality parameters; designing and implementing programs to gather relevant information and perform the analyses necessary to support de-listing of appropriate constituents; and preparing written comments and testimony on existing or potential future 303(d) listings.

TMDL/TMDL Alternative Development Coordination
May include efforts such as, but not limited to, providing expert guidance and technical support to MS4 Permittee stakeholders during the development of TMDLs; leading third-party TMDL efforts; and coordinating and facilitating responses to Regional Board CWC 13267 information requests.

TMDL/TMDL Alternative Compliance Support
May include efforts such as, but not limited to, developing TMDL Urban Source Evaluation Plans; identifying cost-effective methods (local, sub-regional and regional structural and source control solutions) for compliance with TMDL Waste Load Allocations; supporting MS4 Permittee negotiations with regulators and other responsible parties to design and fund cost effective compliance approaches; developing TMDL compliance assessment and verification approaches; and developing required TMDL reports.

Pollutant Fate and Transport Modeling and Analysis
May include efforts such as, but not limited to, developing advanced models and quantitative analyses for estimating pollutant loads from various sources, including urban, natural and uncontrollable sources and evaluating compliance program effectiveness to address Reasonable Assurance Analysis requirements; incorporating other study results into existing TMDL/TMDL Alternative models and analyses; providing expert evaluation of modeling and quantitative analysis efforts by other parties including the adequacy of such efforts to address stated goals.

Task F.3 Water Quality Monitoring Program Design, Data Assessment, and Reporting

Firms proposing to provide support to the District and/or the Permittees' monitoring programs must demonstrate qualifications and experience in the following Tasks:

Monitoring Program Design

May include efforts such as, but not limited to, development of monitoring programs, procedures, training, special study workplans, and resources relevant to MS4 Permit monitoring programs or Aquatic Pesticide Permit monitoring program, and consistent with USEPA, SWAMP and Regional requirements; and preparation of special studies regarding stormwater science, monitoring and/or compliance programs.

Monitoring Program Data Assessment and Reporting

May include efforts such as, but not limited to, preparation of annual monitoring reports in accordance with the MS4 Permits, Aquatic Pesticide Permits, or other regional and statewide General NPDES Permits, preparation of summary reports for elected official, municipal leadership and general public audiences; conducting statistical and/or other compliance analyses of monitoring data and/or other data; producing professional exhibits and maps displaying tributary areas, analysis results, problem areas and other assessment data; creating and/or updating GIS data to perform geospatial modeling and analysis; performing, and reporting on QA/QC analysis of data; and formatting and uploading of water quality data to CEDEN or other databases as directed, such as the SMC Portal.

Task F.4 Water Quality Monitoring and Biological Monitoring

Firms proposing to provide support to the District and/or the Permittees' monitoring programs must be in sufficient proximity to comply with minimum programmatic hold-time requirements for sample processing[1], and must be available to flexibly provide monitoring services outside normal business hours. Firms proposing to provide support to the District and/or the Permittees' monitoring programs must demonstrate qualifications and experience in the following Tasks:

Water Quality Monitoring

May include efforts such as, but not limited to, performing field water quality monitoring/sampling activities and/or studies (e.g., receiving water and outfall monitoring); conducting desktop and field reconnaissance for potential sampling locations; performing illegal discharge identification monitoring; performing bioassessment monitoring; conducting aquatic pesticide monitoring, conducting sediment bed sampling; conducting genetic marker water quality sampling, conducting Toxicity Identification Evaluations/Toxicity Reduction Evaluations; acquiring access and/or special permits; preparing and submitting sampling event status reports and field data sheets; preparing technical memorandums, providing expertise supportive of negotiations relevant to monitoring requirements; performing hydromodification monitoring using most up to date procedures and tools.

Biological Monitoring

The firm should have the ability to conduct bioassessment, including biological analyses, collection of macroinvertebrate samples, physical habitat characterization measurements, and collection of freshwater algae samples. Analysis of macroinvertebrate samples must include taxonomic composition. Analysis of algae samples must include algal taxonomic composition (diatoms and soft algae), and algal biomass (ash-free dry mass and chlorophyll-a). Biological sample and measurements must be collected in accordance with the most current SWAMP Bioassessment SOPs (e.g., Reachwide Benthos (Multihabitat) Procedure, etc.). The firm should have the ability to use bioassessment samples, measurements, and water chemistry data for calculation of an Index of Biological Integrity (IBI) and California Stream Condition Index (CSCI) for macroinvertebrates as based on the most current calculation method. The firm should have the ability to calculate an IBI and CSCI for algae for a given monitoring station where bioassessment monitoring was conducted, as based on the most current calculation method. The firm should have the ability to conduct stream assessments using California's Rapid Assessment Methodology for riparian plant assessment. The firm should have capacity to store and archive identified organisms on behalf of the District for a period of not less than three years from the date that all QA steps are completed. The firm should provide a description of any exceptions to these analyses and any proposed equivalent alternatives, as

[1] Example – Where bacteria samples have an 8-hours holding time, the field team must deliver to laboratory within the first 6 hours to leave adequate time for laboratory sample processing and analysis.

appropriate. Include Table F-4 within Section 1 of your Service Category Qualifications PDF (see RFQ Section VI.C for more info). Bioassessment activities include collection of freshwater benthic macroinvertebrates and requires a General Use Fish & Wildlife Scientific Collecting Permit. Additionally, it is preferred that the firm has participated in a recent field intercalibration such as the annual SMC event or similar audit process by SCCWRP, CDFW or equivalent.

Task F.5 Laboratory Analysis

Firms proposing to provide support to the District and/or the Permittees' monitoring programs must be in sufficient proximity to comply with minimum programmatic hold-time requirements for sample processing[2], and must be available to flexibly provide analytical services outside normal business hours. It is preferred that firms proposing to provide lab analysis services, in support of the District and/or Permittees' monitoring requirements, have:

- Appropriate Certifications (ELAP, NELAP and/or other EPA/RWQCB/MS4 Permit required certifications, including bioassessment taxonomy certifications).
- Stormwater Monitoring Coalition (SMC) Lab Intercalibration participation or certification for chemistry and toxicity (as appropriate).
- Ability to produce SWAMP-compatible reports for CEDEN upload (paper and electronic).
- Additional technique specific certifications for innovative analysis methods (e.g., PCR, coliphage, etc.). In addition, firms should demonstrate qualifications and experience in one or more of the types of analyses listed below. Specific analyses capabilities should be submitted with the qualification package. All sample handling, storage, and analysis will be in accordance with 40 CFR Part 136 (latest edition) "Guidelines Establishing Test Procedures for the Analysis of Pollutants", guidance developed by the State Water Resources Control Board (SWRCB) pursuant to Water Code Section 13383.5, or other methods more sensitive than those specified in 40 CFR 136. Analytical methods should comply with the Stormwater Ambient Monitoring Program (SWAMP) "MethodLookUp", list (http://ceden.org/CEDEN_Checker/Checker/DisplayCEDENLookUp.php?List=MethodLookUp) if appropriate. Analysis results and reporting should comply with the State Water Resources Control Board (SWRCB) Minimum Levels (MLs) and/or Stormwater Ambient Monitoring Program (SWAMP) Target Reporting Limits.

Chemical Analyses

The firm should have the ability to analyze an array of water quality constituents. The firm should confirm they can perform the types of suites listed below in Table F-2. For a complete list of individual constituents refer to Table 6-2: Master List of Analytical Constituents within the QAPP, Volume II of the Consolidated Monitoring Plan available online (https://rcwatershed.org/programs/monitoring). Additional information may be requested to consider On-Call List qualification. Test matrices include both water and sediment. Include Table F-2 within Section 1 of your Service Category Qualifications PDF (See RFQ Section VI.C for more info).

[2] Example – Where bacteria samples have an 8-hours holding time, the field team may deliver samples within the first six hours leaving only two hours for laboratory processing and analysis.

Table F-2
CHEMICAL ANALYSIS

Constituent *(Method must be most up to date and approved. Alternatives must be SWAMP equivalent)*	**Completed by Your Lab**	**Completed by Sub**
CHEMICAL ANALYSIS *(See Table 6-2 of the QAPP, CMP Vol II for list of all individual analytes)*		
Metals and Metalloids (Total and Dissolved)	☐	☐
Volatile Organic Compounds (VOCs)	☐	☐
Semi-Volatile Organic Compounds (SVOCs)	☐	☐
Polyaromatic Hydrocarbons (PAHs)	☐	☐
Organochlorine Pesticides	☐	☐
Polychlorinated Biphenyls (PCBs)	☐	☐
Organo-Phosphorus Pesticides	☐	☐
Carbamates	☐	☐
Pyrethroid Pesticides	☐	☐
Herbicides and Surfactant Products (i.e., MBAS, Glyphosate, Imazamox, etc.)	☐	☐
Asbestos	☐	☐
2, 3, 7, 8-TCDD (Dioxin)	☐	☐
Cyanide, total	☐	☐
Phenols, total	☐	☐
Ethylene-glycol	☐	☐
Bacterial Indicators (i.e., *E. coli*, Fecal Coliform, Total Coliform, *Enterococcus* and Fecal Streptococci)	☐	☐
Conventional Analytes (i.e., COD, BOD, TSS, TDS, Color, Sulfate, etc.)	☐	☐
Nutrients (i.e., Nitrogen, Inorganic Nitrogen, Nitrate, Nitrite, Total Kjeldahl Nitrogen, Phosphorus, Phosphate, Ortho-Phosphorus, Sulfate, etc.)	☐	☐
Hydrocarbons (i.e., TPH, Oil and Grease, Gasoline Range, Diesel Range, etc.)	☐	☐

Toxicological Analyses

The firm should have the ability to conduct whole effluent acute and chronic toxicity (WET) testing utilizing an array of organisms, including, but not limited to, *Raphidocelis subcapitata (*formerly named *Pseudokirchneriella subcapitata*, and *Selenastrum capricornutum*), *Hyalella Azteca*, *Pimephales promelas*, *Stronglocentrotus purpuratus* and *Ceriodaphnia dubia*. Test matrices should include both water and sediment, as appropriate. All tests must pass USEPA test acceptability criteria and should be in conformance with the California Statewide Aquatic Toxicity Provisions, including results that can be statistically analyzed by the Test of Significant Toxicity (TST). Reports must include the statistical results and a written summary with an explanation of any QA issues regarding that data. For a complete list of individual constituents refer to Table 6-2: Master List of Analytical Constituents within the QAPP, Volume II of the Consolidated Monitoring Plan available online (https://rcwatershed.org/programs/monitoring). The firm should confirm which toxicological analysis they can perform and provide a description of any exceptions to these analyses or proposed equivalent alternatives, as

appropriate. Include Table F-3 within Section 1 of your Service Category Qualifications PDF (see RFQ Section VI.C for more info).

Table F-3
TOXICOLOGICAL ANALYSES

Constituent	Completed by Your Lab	Completed by Sub
Ceriodaphnia, 96-hr acute	☐	☐
Ceriodaphnia, 7-d chronic	☐	☐
Hyalella Azteca, 96-hr acute	☐	☐
Hyalella Azteca, 10-d chronic	☐	☐
Raphidocelis subcapitata, 96-hr chronic (formerly named Pseudokirchneriella subcapitata and Selenastrum, capricornutum)	☐	☐
Pimephales premelas (Fathead Minnow), 96-hr acute	☐	☐
Pimephales premelas (Fathead Minnow), 7-d chronic	☐	☐
Strongylocentrotus purpuratus (purple sea urchin embryo), chronic	☐	☐

Biological Analyses

The firm should have the ability to conduct biological analyses, including analysis of macroinvertebrate taxonomic composition, algal taxonomic composition (diatoms and soft algae), and algal biomass (ash-free dry mass and chlorophyll-a). Samples of benthic macroinvertebrates will be sorted and identified to Standard Taxonomic Level II, as determined by the SAFIT Standard Taxonomic Effort (unless otherwise specified). The firm should provide a description of any exceptions to these analyses and any proposed equivalent alternatives, as appropriate. Include Table F-4 within Section 1 of your Service Category Qualifications PDF (see RFQ Section VI.C for more info).

Table F-4
BIOLOGICAL ANALYSES

Constituent	Completed by Your Lab	Completed by Sub
Algal Taxonomic Composition	☐	☐
Ash-Free Dry Mass	☐	☐
Chlorophyll-a	☐	☐
Macroinvertebrate Taxonomic Composition	☐	☐

Genetic Analyses

The firm should have the ability to conduct polymerase chain reaction (PCR), quantitative PCR (qPCR), and/or digital PCR (dPCR) analyses, including the most up to date approved EPA methods such as U.S. EPA Method 1696 for HF183, however, they are not required. Additional genetic analyses methodologies may also be considered, as well as coliphage analyses. Include Table F-5 within Section 1 of your Service Category Qualifications PDF (see RFQ Section VI.C for more info).

Table F-5
GENETIC ANALYSES

Constituent	Completed by Your Lab	Completed by Sub
Genetic Analysis (e.g., qPCR, dPCR or other)	☐	☐

Task F.6 Stormwater Capture, Watershed Management Planning and Water Conservation

Firms proposing to provide stormwater capture, watershed management planning, and water conservation services should demonstrate knowledge and experience in preparation and/or update of watershed management and water quality improvement plans, watershed infiltration or hydromodification management plans, integrated regional water management planning, stormwater management plans, and others as needed.

Stormwater Capture and Watershed Management Planning

May include efforts such as, but not limited to:

- Preparation of watershed management, water quality improvement, integrated regional water management and stormwater management plans;
- Preparation of GIS layers, applications and mapping and other graphical support;
- Preparation and processing of regulatory permits and CEQA/NEPA documentation;
- Preparation and implementation of human fecal indicator bacteria investigation and abatement plans;
- Assistance with watershed stakeholder meeting facilitation and support, including public and community outreach and community meetings;
- Assistance with the design and development of green infrastructure and regional structural projects that include, but are not limited to, stormwater capture, diversion facilities, stormwater capture and reuse, green streets, hydromodification site design BMP's and stream rehabilitation;
- Preparation of feasibility studies for green infrastructure and regional stormwater capture projects;
- Preparation of cost-benefit analyses and exploration of funding mechanisms, including grants, public private partnerships, and development of fee structures;
- Development and maintenance of web-based platforms used for the inventory and assessment of water quality data, hydrologic data and BMP assets;
- Development and use of water quality models, including Reasonable Assurance Analyses; and
- Development and implementation of incentive-based pollutant load reduction programs.

Water Conservation Planning and Design Support

May include efforts such as, but not limited to, providing water conservation planning services for stormwater facilities such as open channels, basins, dams and similar infrastructure; water conservation planning may include evaluation of stormwater capture, dry weather runoff capture, artificial recharge, or other water sources withing existing or proposed District facilities; setting appropriate regional water conservation goals based on quantitative and qualitative evaluation of local groundwater basin master plans, salt and nutrient management plans, urban water management plans or other appropriate planning studies or groundwater investigations; development of criteria to assist in establishing priorities for individual water conservation projects, including consideration of water resource needs, multipurpose opportunities water rights considerations, and other opportunities constraints that should be assessed when considering water conservation projects; preparation of planning reports, plans and specifications, and cost estimates for various water conservation projects and applying for and managing water conservation grants.

Hydrologic and Hydrogeologic Investigations

May include efforts such as, but not limited to, conducting hydrologic and hydrogeologic investigations of potential recharge sites. These would include field investigations and hydraulic and geotechnical analyses necessary to characterize recharge potential of existing and future project sites; evaluating the potential for groundwater mounding and its potential impacts on recharge volumes; assessing ambient groundwater quality and potential recharge source war quality to determine potential constraints and opportunities for recharge; performing cone penetration tests, solid borings (including soil sampling), infiltrometer testing, and long-term pilot percolation tests using ASTM or other appropriate stands for such work.

Task F.7 Emergency Post Fire Sediment Monitoring

When wildfires impact the drainage areas served by District facilities (i.e., District owned and operated basins, channels, supporting infrastructure, and rights of way, etc.) the facilities may receive abnormally high sediment loads during subsequent storm events that can impact the facilities' primary functions. To mitigate these impacts, the District implements maintenance to remove sediment and to restore capacity and function. The material from sediment removal activities needs to be transferred to a receiving facility, such as sanitary landfills, publicly

owned properties and private properties. Firms proposing to provide support to the District and/or the Permittees' emergency sediment monitoring program must demonstrate qualifications and experience in the following Tasks:

Monitoring Support, Design and Coordination

Prepare and develop post-fire sediment monitoring programs; sampling design, analysis lists, and waste/sediment characterization plans; performing sediment quality monitoring, sampling event coordination, prepare sediment samples and expedited transport to certified contracted laboratory for sediment quality analysis; conduct desktop and field reconnaissance for project sampling locations; perform on-site air quality monitoring; if requested; procure access permits and/or other related special permits. Firms shall have an understanding of sediment collection procedures and processing consistent with USEPA, state, local and private industry guidance or requirements, as well as understand requirements pursuant to Waste Acceptance Plans required by waste receiving facilities. Firms should be available on short notice (within 24 hours) to assess and respond to emergency soils monitoring work in support of District emergency maintenance activities.

Sediment Monitoring Analysis

The firm should confirm they can perform expedited services for the appropriate types of soil analysis (e.g., CCR Title 22 Total Threshold Concentrations (TTLC) and Soluble Threshold Limit Concentration (STLC) values, EPA Toxicity Characteristic Leaching Procedure (TCLP) values, pH and Specific Conductance, and Regional Screening Levels (RSLs)) or other appropriate analysis as requested by waste acceptance facility.

Application Support, Assessment and Reporting

The firm should have the ability to produce professional documentation, exhibits, GIS data, and maps; compile analytical data to District standards and specifications such as sampling event status reports and field data sheets; prepare technical monitoring memorandums in accordance with any private, local or State and/or waste acceptance requirements; prepare waste generator profile application and other acceptance facility documentation; provide expertise in support of negotiations relevant to monitoring requirements; assist with sediment waste disposal pricing and negotiations; advise the District on sediment contamination management and alternative disposal methods; conduct statistical and/or other computational post-fire data analyses supplemental to monitoring data; and provide quality control/quality assurance of analytical results. At the request of the District, firms may provide presentations and/or trainings related to post-fire monitoring topics and prepare of post-fire special studies regarding impacts to MS4 facilities or the environment and may prepare post-fire technical reports to support MS4 reporting.

ATTACHMENT B
SCOPE OF SERVICES

Service Category N. LAND SURVEYING SERVICES

Task N.1 Field Surveying

Firms responding to this Task must demonstrate knowledge and experience providing field surveying services for a variety of projects. Technical proficiency in modern survey equipment and techniques shall be demonstrated. All work shall be performed under the direction of a licensed land surveyor in accordance with the Professional Land Surveyors Act, Chapter 15, Article 3, Section 8726; and/or a licensed engineer authorized to do Land Survey work that is registered with the State of California under Section 8731 of the aforementioned Act; and in accordance with the District's policies/procedures. Requirements for this task will include:

- Provide control surveys with ties to project specific CORS or other primary control, and detailed accuracy statements conforming to FGDC standards;
- Provide boundary survey field work. Deliverables shall include field notes and monument documentation, and adjusted coordinates (with accuracy reports) of found monuments. Adjusted coordinates must meet the 2cm at 95% confidence accuracy standard;
- Provide manual topographical mapping using a variety of tools including total stations, GNSS/RTK, and LiDAR scanners. Accuracy reporting and checks must be provided and shall meet current mapping standards;
- Provide measurements and documentation of flood control, sewer and stormwater facilities; and
- Deformation monitoring surveys to District standards. This shall include static GNSS measurements, total station measurements and digital level measurements.

Consultants shall identify the equipment to be used, as well as the qualifications of the survey crews performing these tasks.

Task N.2 Data Processing

Firms responding to this Task must demonstrate knowledge and experience providing survey measurement data analysis and processing, including the reduction of RTK/PPK/Static GNSS data, total station measurements, terrestrial LiDAR and leveling data. Said firms must also have the capability to provide mapping data reduction of manually collected measurement data and/or point cloud data into a mapping surface product that meets the District's Surveying and Mapping Division standards. All mapping data shall be delivered in Autodesk formats, and processing and adjustment data are to be performed and delivered in Trimble Business Center.

Task N.3 ROW Engineering

This sub-task may be performed directly by your firm and includes providing land surveying services which shall comply with the Professional Land Surveyors Act and District's Surveying and Mapping Division standards. Tasks may include, but are not limited to, the preparation of Land Net Mapping, Base Mapping, Corner Records, Legal and Plats, Records of Surveys, Mapping Easements, Prior Rights Analysis, etc. All mapping shall be in an Autodesk compatible product format.

Task N.4 Utility Location

Firms responding to this Task must demonstrate knowledge and experience locating and tracing surface and subsurface utilities. Tasks may include acquiring utility plans, delineating utilities at the job site, and/or providing a digital mapping file in an Autodesk compatible format. All measured locations will be delivered in the coordinate system, datum, epoch, and units specified by the District. CAD deliverables must be formatted for compatibility with the District template.

Consultants shall identify the equipment to be utilized and provide examples of projects completed relevant to this task.

ATTACHMENT C

TASK ORDER APPROVAL

CONSULTANT: **COMPANY NAME (bold)**

PROJECT NAME: **@ (bold)**

The Scope of Services for this Task Order No.__, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, shall constitute an approved Task Order pursuant to the Agreement between DISTRICT and CONSULTANT dated _____ ("AGREEMENT"). CONSULTANT agrees to perform the services described in Exhibit "A", within the time set forth in the Project Schedule as described in Exhibit "B" attached hereto and incorporated herein, for a fee amount of $_____, unless otherwise modified by DISTRICT's Project Manager in a subsequent Task Order Approval Form. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "C" and incorporated herein by this reference.

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

Dated _____
(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

CONSULTING SERVICES AGREEMENT
FY 2026-27 to FY 2030-31

The Consulting Services Agreement ("Agreement") dated as of July 1, 2026 is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic, hereinafter called "DISTRICT", and MLA GREEN, INC., dba Studio-MLA, 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 Category H, as further described in "Service Categories and 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 "B", 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 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 "C"). 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

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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 become effective on July 1, 2026 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, 2031 and is to be completed by June 30, 2032.

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 Four Hundred Thousand Dollars ($400,000) 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 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 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 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

MLA GREEN, INC.
dba Studio-MLA
251 S. Mission Road
Los Angeles, CA 90033
Attn: Matt Romero

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 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 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 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 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. **INTENTIONALLY DELETED**

17. 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 back-checked, 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.

18. TERMINATION

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

A. Agreement

i. Terminate this Agreement without cause upon providing CONSULTANT thirty business days written notice stating the extent and effective date of termination; or

ii. Upon five 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 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.

C. Notwithstanding anything contained in this Agreement. CONSULTANT may terminate this Agreement by providing ninety days written notice to DISTRICT in the event CONSULTANT is experiencing an organizational shift due to the loss of access to vital resources, personnel or assets necessary to fulfill its obligations under this Agreement.

19. 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. Any changes to the approved scope of services must be authorized by DISTRICT's General Manager-Chief Engineer 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.

20. 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.

21. 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.

22. 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.

23. 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. 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 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 by a new or revised Task Order.

At any time during the performance of the Task Order, the Project Manager, upon providing five 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.

24. 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 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.

25. ASSIGNMENT

Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of DISTRICT and approval by DISTRICT's 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; 4) to a corporation if, immediately after the transfer, the partner making the transfer continues to own at least fifty 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 fifty percent (50%) 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 days prior to the occurrence of such event.

26. 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.

27. 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.

28. 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.

29. 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.

30. NON-APPROPRIATION OF FUNDS

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

costs in accordance with Section 5 (COMPENSATION) and Section 6 (PAYMENT).

31. 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 sub-consultants 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 sub-consultants, 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 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 31A and 31B 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.

32. 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 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.

33. 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.

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 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. NAME CHANGE – If CONSULTANT changes its name, CONSULTANT must provide written notice to DISTRICT within thirty days of the name change. The notification must include the legal documentation supporting the name change. Both Parties must then execute an amendment to this Agreement to reflect the new name, and any references to the old name will be replaced with the new name throughout the Agreement. In the event the name change is the result of a merger or some other change in corporate status, CONSULTANT must provide the legal documents supporting the

change in corporate status including the contract term that confirms the new entity has assumed responsibility for the contract with DISTRICT consistent with Section 25: Assignment.

37. DISENTANGLEMENT – CONSULTANT shall cooperate with DISTRICT and DISTRICT's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. CONSULTANT shall cooperate with DISTRICT's efforts to effectuate such transition with the goal of minimizing or eliminating any interruption of work required under the Agreement and any adverse impact on the provision of services or DISTRICT's activities; provided, however, that DISTRICT shall pay CONSULTANT on a time and materials basis at the then-applicable rates for all additional services performed in connection with such cooperation. CONSULTANT shall deliver to DISTRICT or its designee, at DISTRICT's request, all documentation and data related to DISTRICT, including, but not limited to, all work product provided in Section 15 of this Agreement, held by CONSULTANT, and after return of same, CONSULTANT shall destroy all copies thereof still in CONSULTANT's possession at no charge to DISTRICT. Such data delivery shall be in an electronic format to facilitate archiving or loading into a replacement application. DISTRICT and CONSULTANT shall mutually agree to the specific electronic format.

38. 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.

39. 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.

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

JUN 0 2 2026.
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

By: Edwin Quinonez
for JASON E. UHLEY
General Manager-Chief Engineer

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

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

APPROVED AS TO FORM:

MINH C. TRAN
County Counsel

By: KBV
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

ATTEST:

KIMBERLY RECTOR
Clerk of the Board

By: WW
Deputy

(SEAL)

Consulting Services Agreement with MLA Green, Inc., dba Studio-MLA
FY 2026-27 to FY 2030-31
04/08/26
AMR:blj

Docusign Envelope ID: 5B29B682-D94F-845D-83C2-0E30B019E73A

MLA GREEN, INC., dba Studio-MLA,
a California corporation

Signed by:
Mia Lehrer
83251B38FCC64B3...

Mia Lehrer

MIA LEHRER
President

4/30/2026

Consulting Services Agreement with MLA Green, Inc., dba Studio-MLA
FY 2026-27 to FY 2030-31
04/08/26
AMR:blj

docusign

Certificate Of Completion

Envelope Id: 5B29B682-D94F-845D-83C2-0E30B019E73A
Status: Completed
Subject: Here is your signed document: MLA Green On-Call Super MEGA_FINAL 4.8.26.pdf
Source Envelope:
Document Pages: 38
Signatures: 1
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Jan
Jan@studio-mla.com
IP Address: 12.12.168.180

Record Tracking

Status: Original
4/30/2026 9:44:00 PM
Holder: Jan
Jan@studio-mla.com
Location: DocuSign

Signer Events	Signature	Timestamp
Mia Lehrer Jan@studio-mla.com Security Level: Email, Account Authentication (None)	Signed by: Mia Lehrer 83251B38FCC64B3 Signature Adoption: Pre-selected Style Using IP Address: 12.12.168.180	Sent: 4/30/2026 9:47:21 PM Viewed: 4/30/2026 9:47:25 PM Signed: 4/30/2026 9:50:45 PM Freeform Signing

Electronic Record and Signature Disclosure:
Not Offered via Docusign

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
amrolle@RIVCO.ORG Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/30/2026 9:50:46 PM Viewed: 4/30/2026 9:51:00 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Matt Romero matthew@studio-mla.com Senior Associate Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/30/2026 9:50:46 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/30/2026 9:47:21 PM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	4/30/2026 9:47:25 PM
Signing Complete	Security Checked	4/30/2026 9:50:45 PM
Completed	Security Checked	4/30/2026 9:50:46 PM

Payment Events	Status	Timestamps

ATTACHMENT A

SERVICE CATEGORY CHECKLIST
PUBLIC EDUCATION, MARKETING AND COMMUNICATION SERVICES

	TASK
H.1	Message Development and Communication
H.2	Social Media
H.3	School Presentations
H.4	Business Education
H.5	Strategic Planning
H.6	Website Development and Maintenance
H.7	Public Outreach Events

ATTACHMENT B
SCOPE OF SERVICES

Service Category H. PUBLIC EDUCATION, MARKETING AND COMMUNICATION SERVICES

Task H.1 Message Development and Communication

Creation of effective water pollution themed educational materials and messaging specifically designed for the general public and targeted businesses and which cover a broad range of pollution-prevention messaging media such as: text, brochures, posters, billboards, tear sheets, tip cards, and/or other print media; developing or maintaining existing electronic media, PowerPoint presentations, e-mail sign up program or regular e- newsletter. May include specialized documents such as annual reports, compliance reports, budget summaries, project reports or presentations.

Incorporation of brand name and development of a common theme/look with all of the outreach materials; development of activity or pollutant focused articles/features for posting on municipal websites, social media, local newspapers or newsletters.

The capability to evaluate public and business education campaign effectiveness and provide written reports that fulfills municipal reporting requirements. Provide both English/Spanish versions of specified materials.

Task H.2 Social Media

Expertise in creating a social media marketing plan and effectively delivering short and long-term action campaigns that are grounded in Community Based Social Marketing (CBSM) principles.

The ability to grow an increasing social audience and follower base through Targeted Campaigns: hash tag campaigns, strong use of keywords, sharing/retweeting relevant news, "liking" posts, staying updated within the industry and contributing unique content to broaden reach.

Preparation of social content calendar to meet target goals. Purchase of advertising, including web banners, social media ads, radio and newspapers and out-of-home advertising, (movie theaters, gas pump top screens, etc.)

The ability to evaluate campaign effectiveness and provide written reports that include dashboard formats and fulfill municipal reporting requirements. Utilize social media analytics to gather and analyze data to evaluate campaign effectiveness. May include English/Spanish versions of specified campaign materials.

Task H.3 School Presentations

Development and delivery of school education program materials for incorporation into or to support existing school-based efforts. May include efforts such as, but not limited to, developing and conducting presentations on stormwater pollution and pollution prevention practices to the public, developing and distributing curriculum guides for teachers and organizations, and attending school or City-sponsored clean ups.

Task H.4 Business Education

May include efforts such as, but not limited to, contacting, and maintaining partnerships with various mobile services, home improvement stores, commercial, and/or industrial facilities throughout the County to conduct various point of purchase marketing, training, and outreach activities. Develop materials associated with best management practices for specified businesses.

Task H.5 Strategic Planning

Develop a multi-year strategic plan that may include, but is not limited to, establishing overall goals, objectives, strategies, and specific tactics and related measurable objectives for high priority urban runoff pollution issues. Provide a strategic assessment of all key program areas, including a thorough review of existing materials and program elements.

Conduct public opinion surveys/polls to gage awareness. Conduct a strategic planning meeting with staff, program partners, and members of the public. Document process, provide materials, take meeting notes, and provide written updates.

Task H.6 Website Development and Maintenance

May include efforts such as, but not limited to, developing and maintaining a District Public Education "rcwatershed.org" website and/or maintenance of site map and navigation, content, images, and updates, e-subscriber database, and tracking and analysis of monthly site traffic. Staff training on use of software program, templates, and website updates.

Task H.7 Public Outreach Events

May include efforts such as, but not limited to, coordinating, staffing, and managing booths at multiple and/or single day events hosted by third parties throughout the County to distribute pertinent key messages, developed materials, take photos, social media posts, and implement targeted media campaign objectives.

ATTACHMENT C

TASK ORDER APPROVAL

CONSULTANT: **COMPANY NAME (bold)**

PROJECT NAME: **@ (bold)**

The Scope of Services for this Task Order No.__, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, shall constitute an approved Task Order pursuant to the Agreement between DISTRICT and CONSULTANT dated _____ ("AGREEMENT"). CONSULTANT agrees to perform the services described in Exhibit "A", within the time set forth in the Project Schedule as described in Exhibit "B" attached hereto and incorporated herein, for a fee amount of $_____, unless otherwise modified by DISTRICT's Project Manager in a subsequent Task Order Approval Form. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "C" and incorporated herein by this reference.

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

Dated _____
(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

CONSULTING SERVICES AGREEMENT
FY 2026-27 to FY 2030-31

The Consulting Services Agreement ("Agreement") dated as of July 1, 2026 is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic, hereinafter called "DISTRICT", and MNS ENGINEERS, INC., a Californian 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 B and C, as further described in "Service Categories and 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 "B", 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 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 "C"). 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

JUN 0 2 2026 14.5

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 become effective on July 1, 2026 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, 2031 and is to be completed by June 30, 2032.

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 One Million Dollars ($1,000,000) 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 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 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 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.

If, pursuant to this Agreement, CONSULTANT is engaged as a "Professional Engineer" pursuant to Section 6701 of the Professional Engineers Act (Chapter 7 of Division 3 of the Business and Professions Code), then CONSULTANT assumes responsible charge of the work pursuant to Section 6703 of the Professional Engineers Act, and shall be wholly responsible for the completeness and accuracy of all data, technical studies, reports, plans, specifications and estimates prepared pursuant to this Agreement and shall check all of its work product accordingly.

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

MNS ENGINEERS, INC.
3850 Vine Street, Suite 110
Riverside, CA 92507
Attn: Chad Harden

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 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 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 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 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. **INTENTIONALLY DELETED**

17. 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 back-checked, 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.

18. TERMINATION

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

A. Agreement

i. Terminate this Agreement without cause upon providing CONSULTANT thirty business days written notice stating the extent and effective date of termination; or

ii. Upon five 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 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.

C. Notwithstanding anything contained in this Agreement. CONSULTANT may terminate this Agreement by providing ninety days written notice to DISTRICT in the event CONSULTANT is experiencing an organizational shift due to the loss of access to vital resources, personnel or assets necessary to fulfill its obligations under this Agreement.

19. 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. Any changes to the approved scope of services must be authorized by DISTRICT's General Manager-Chief Engineer 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.

20. 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.

21. 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.

22. 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.

23. 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. 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 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 by a new or revised Task Order.

At any time during the performance of the Task Order, the Project Manager, upon providing five 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.

24. 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 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.

25. ASSIGNMENT

Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without

the prior written consent of DISTRICT and approval by DISTRICT's 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; 4) to a corporation if, immediately after the transfer, the partner making the transfer continues to own at least fifty 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 fifty percent (50%) 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 days prior to the occurrence of such event.

26. 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.

27. 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.

28. 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.

29. 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.

30. NON-APPROPRIATION OF FUNDS

It is mutually agreed and understood that the obligation(s) of DISTRICT are limited

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

31. 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 sub-consultants 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 sub-consultants, 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 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 31A and 31B 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.

32. 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 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.

33. 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.

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 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. NAME CHANGE – If CONSULTANT changes its name, CONSULTANT must

provide written notice to DISTRICT within thirty days of the name change. The notification must include the legal documentation supporting the name change. Both Parties must then execute an amendment to this Agreement to reflect the new name, and any references to the old name will be replaced with the new name throughout the Agreement. In the event the name change is the result of a merger or some other change in corporate status, CONSULTANT must provide the legal documents supporting the change in corporate status including the contract term that confirms the new entity has assumed responsibility for the contract with DISTRICT consistent with Section 25: Assignment.

37. DISENTANGLEMENT – CONSULTANT shall cooperate with DISTRICT and DISTRICT's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. CONSULTANT shall cooperate with DISTRICT's efforts to effectuate such transition with the goal of minimizing or eliminating any interruption of work required under the Agreement and any adverse impact on the provision of services or DISTRICT's activities; provided, however, that DISTRICT shall pay CONSULTANT on a time and materials basis at the then-applicable rates for all additional services performed in connection with such cooperation. CONSULTANT shall deliver to DISTRICT or its designee, at DISTRICT's request, all documentation and data related to DISTRICT, including, but not limited to, all work product provided in Section 15 of this Agreement, held by CONSULTANT, and after return of same, CONSULTANT shall destroy all copies thereof still in CONSULTANT's possession at no charge to DISTRICT. Such data delivery shall be in an electronic format to facilitate archiving or loading into a replacement application. DISTRICT and CONSULTANT shall mutually agree to the specific electronic format.

38. 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.

39. 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.

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

JUN 0 2 2026.
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

By: Edwin Quinonez
for JASON E. UHLEY
General Manager-Chief Engineer

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

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

APPROVED AS TO FORM:

MINH C. TRAN
County Counsel

By: KBV
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

ATTEST:

KIMBERLY RECTOR
Clerk of the Board

By: MMM
Deputy

(SEAL)

Consulting Services Agreement with MNS Engineers, Inc.
FY 2026-27 to FY 2030-31
04/07/26
AMR:blj

Docusign Envelope ID: EC442B9C-E74F-8F6B-81C3-01A97D84851A

MNS ENGINEERS, INC., a California corporation

DocuSigned by:
Peter Minegar
4AE11AEBD1024B8...

PETER MINEGAR
Vice President, Planning

Consulting Services Agreement with MNS Engineers, Inc.
FY 2026-27 to FY 2030-31
04/07/26
AMR:blj

docusign

Certificate Of Completion

Envelope Id: EC442B9C-E74F-8F6B-81C3-01A97D84851A
Status: Completed
Subject: Complete with DocuSign from MNS Engineers: RIVCO On-Call Consulting Services 2026
Source Envelope:
Document Pages: 41
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
MNS Engineers Inc.
201 N. Calle Cesar Chavez
Ste 300
Santa Barbara, CA 93103
contracts@mnsengineers.com
IP Address: 2603:8002:96f0:

Record Tracking

Status: Original
4/16/2026 12:43:02 PM
Holder: MNS Engineers Inc.
contracts@mnsengineers.com
Location: DocuSign

Signer Events	Signature	Timestamp
Peter Minegar pminegar@mnsengineers.com Vice President Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Minegar 4AF11AEBD1024B8...	Sent: 4/16/2026 12:47:00 PM Viewed: 4/16/2026 12:50:36 PM Signed: 4/16/2026 12:50:42 PM
	Signature Adoption: Pre-selected Style Using IP Address: 99.173.17.89	

Electronic Record and Signature Disclosure:
Accepted: 8/16/2024 8:13:23 PM
ID: 618a25f4-6cda-4ebc-80b1-6de496b45c4c

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
Chad Harden charden@mnsengineers.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/16/2026 12:50:43 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/16/2026 12:47:01 PM
Certified Delivered	Security Checked	4/16/2026 12:50:36 PM
Signing Complete	Security Checked	4/16/2026 12:50:42 PM
Completed	Security Checked	4/16/2026 12:50:43 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ATTACHMENT A

SERVICE CATEGORY CHECKLIST
STRUCTURAL DESIGN

	TASK
B.1	Custom Structure Design (Reinforced Concrete)
B.2	Evaluating Structural Integrity of Existing Flood Control Structures

ATTACHMENT A

SERVICE CATEGORY CHECKLIST
CONSTRUCTION OVERSIGHT AND MANAGEMENT

	TASK
C.1	Full-Service Construction Management
C.2	Inspection
C.3	Materials Testing and Analysis

ATTACHMENT B
SCOPE OF SERVICES

Service Category B. STRUCTURAL DESIGN

Task B.1 Custom Structural Design (Reinforced Concrete)

Firms responding to this Task must demonstrate experience, knowledge, and familiarity with performing reinforced concrete structural design for new or rehabilitation of existing flood control facilities.

Typical reinforced concrete flood control facilities include, but are not limited to, box culverts, pipes, rectangular channels, trapezoidal channels, bridges, drop structures, pier noses, cutoff walls, retaining walls, parapet walls and junctions. Firm should also be capable of designing modifications to standard structures as needed to accommodate penetrations, non-standard junctions, utility protection measures, etc. All work shall be performed in accordance with current applicable codes, District standards, and any special criteria established by the District.

All structural designs, dimensions, and reinforcing steel schedules will be required to be detailed on project plans and stamped by a Civil Engineer registered in the State of California.

Task B.2 Evaluating Structural Integrity of Existing Flood Control Structures

Firms responding to this Task must demonstrate experience, knowledge, and familiarity with performing structural analysis, non-intrusive field inspections (such as high-definition video inspections), or intrusive means (such as core drilling) to assess the structural integrity of existing structures. Assessment of such structures may be due to the aging of such facility or due to proposed temporary or permanent loads that maybe beyond the as-built condition.

All work shall be performed in accordance with current applicable state and federal codes. All structural analysis, inspection reports and repair recommendations will be summarized in a report stamped by a Civil Engineer registered in the State of California.

ATTACHMENT B
SCOPE OF SERVICES

Service Category C. CONSTRUCTION OVERSIGHT & MANAGEMENT

Task C.1 Full-Service Construction Management

Firms responding to this Task must have an established team of local staff that is qualified and experienced in providing full- service Construction Management for flood control or similar linear underground projects. Relevant past experience should include construction management for linear projects within the 'built' environment, such as within existing paved public roads, and experience with applicable codes and standards used in the construction of flood control facilities.

Firms providing full-service Construction Management would act as an agent of the District, provide all necessary oversight to verify and enforce compliance with the plans and specifications, over the three phases of a construction project: Preconstruction, Construction and Closeout.

Firms must present an established and appropriately qualified local team that covers the following roles:

1. *Construction Manager:* This person would be responsible for coordinating all consultant operations in providing full-service construction management and would be the primary point of coordination with the District and the contractor. The personnel in this role should have a minimum of five (5) years of experience as a lead in providing construction management over relevant construction projects. Must be a PE-Civil in California and should have knowledge of hydraulics and reinforced concrete structures.
2. *Field Inspector:* See C.2 below for requirements.
3. *Materials Testing and Analysis*: See C.3 below for requirements.

Task C.2 Inspection

Firms responding to this Task must identify local staff that have the experience and qualifications to provide full or part time inspection on flood control projects, including all documentation necessary to track progress, estimate quantities, verify payment requests, etc. Emphasis should be placed on experience inspecting construction projects within a 'built' environment, such as within existing paved public roads, and experience with applicable standards and conventions used in the construction of flood control facilities.

The inspector(s) shall have a minimum of five (5) years of experience inspecting relevant construction projects and shall be a trained competent person as defined by 29 CFR 1926.650. Inspection staff that are certified as a Qualified Stormwater Pollution Prevention Plans (SWPPP) Practitioner (QSP) are also desired to ensure that the District (as project owner and LRP) stays in compliance with the Construction General Permit.

Task C.3 Materials Testing and Analysis

Firms responding to this Task must identify the staff available to perform testing and reporting on materials such as earthwork, concrete and asphalt. The equipment and/or laboratories that will be utilized shall also be referenced. Testing may consist of, but not be limited to, the following:

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

Staff identified for providing Materials Testing and Analysis must have a minimum of two (2) years of relevant experience, specifically, including experience in the use of a Nuclear Moisture/Density Gauge and must have and maintain all required industry or equipment certifications. Possession of appropriate American Concrete Institute (ACI) Certifications is preferred.

ATTACHMENT C

TASK ORDER APPROVAL

CONSULTANT: **COMPANY NAME (bold)**

PROJECT NAME: **@ (bold)**

The Scope of Services for this Task Order No.__, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, shall constitute an approved Task Order pursuant to the Agreement between DISTRICT and CONSULTANT dated _____ ("AGREEMENT"). CONSULTANT agrees to perform the services described in Exhibit "A", within the time set forth in the Project Schedule as described in Exhibit "B" attached hereto and incorporated herein, for a fee amount of $_____, unless otherwise modified by DISTRICT's Project Manager in a subsequent Task Order Approval Form. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "C" and incorporated herein by this reference.

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

Dated _____
(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

CONSULTING SERVICES AGREEMENT
FY 2026-27 to FY 2030-31

The Consulting Services Agreement ("Agreement") dated as of July 1, 2026 is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic, hereinafter called "DISTRICT", and MURPHY & EVERTZ LLP, a California limited liability partnership, 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 Category J, as further described in "Service Categories and 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 "B", 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 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 "C"). 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

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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 become effective on July 1, 2026 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, 2031 and is to be completed by June 30, 2032.

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 Two Hundred Thousand Dollars ($200,000) 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 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 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 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.

If, pursuant to this Agreement, CONSULTANT is providing Real Estate Services, then CONSULTANT shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONSULTANT's profession practicing in the State of California, including, but not limited to, the standards set forth in the Uniform Standards of Professional Appraisal Practice ("USPAP") and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) or Title 25, California Code of Regulations, its amendments and other pertinent laws and regulations, 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 in an efficient and economical manner.

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	MURPHY & EVERTZ LLP 650 Town Center Drive. Suite 550 Costa Mesa, CA 92626 Attn: Douglas J. Evertz

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 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 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 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 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 – Unless otherwise stated in DISTRICT approved scope of services, CONSULTANT shall provide DISTRICT with a minimum of (i) three original paper copies; and (ii) one digital copy of the final report(s). CONSULTANT shall also provide DISTRICT with an electronic submission of the final report(s) to DISTRICT's Real Estate Services Section (Attention: Yolanda King at yking@rivco.org). All work products and any other documents furnished in accordance with this Agreement shall meet the criteria for acceptance and be a product of neat appearance and well organized.

Upon completion of all work under this Agreement and as set forth in Attachment "A", ownership and title to all work products and any other documents produced as part of this Agreement will automatically be vested in DISTRICT, and no further agreement will be necessary to transfer ownership to DISTRICT.

16. REPORTS DUE DATE – CONSULTANT shall submit the completed data, appraisal report(s), files, materials, policies, records for each property owner, tenant, lessee, displacee and relocatee for residential real estate transactions and/or non-residential real estate transactions, and all copies to DISTRICT no later than fifteen calendar days following the effective date of the value estimate established by CONSULTANT.

CONSULTANT shall submit all other report(s) within the timeframe stated in DISTRICT approved scope of services. By accepting an assignment, CONSULTANT acknowledges that the specified timeframe is both realistic and achievable and that the report(s) shall be completed by that time.

17. 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 back-checked, 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.

18. TERMINATION

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

A. Agreement

i. Terminate this Agreement without cause upon providing CONSULTANT thirty business days written notice stating the extent and effective date of termination; or

ii. Upon five 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 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.

C. Notwithstanding anything contained in this Agreement. CONSULTANT may terminate this Agreement by providing ninety days written notice to DISTRICT in the event CONSULTANT is experiencing an organizational shift due to the loss of access to vital resources, personnel or assets necessary to fulfill its obligations under this Agreement.

19. 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. Any changes to the approved scope of services must be authorized by DISTRICT's General Manager-Chief Engineer 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.

20. 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.

21. 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.

22. 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.

23. 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. 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 shall be considered unauthorized and shall not be paid for by DISTRICT. However, subject to the conditions set forth herein, in the event legal representation is needed on behalf of DISTRICT, CONSULTANT shall enter into a separate agreement to provide such legal services, subject to the review and approval of the DISTRICT's County Counsel.

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 by a

new or revised Task Order.

At any time during the performance of the Task Order, the Project Manager, upon providing five 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.

24. 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 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.

25. ASSIGNMENT

Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of DISTRICT and approval by DISTRICT's 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; 4) to a corporation if, immediately after the transfer, the partner making the transfer continues to own at least fifty 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 fifty percent (50%) 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 days prior to the occurrence of

such event.

26. 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.

27. 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.

28. 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.

29. 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.

30. NON-APPROPRIATION OF FUNDS

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

31. 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 sub-consultants 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 sub-consultants, 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 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 31A and 31B 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.

32. 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 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.

33. 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.

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 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. NAME CHANGE – If CONSULTANT changes its name, CONSULTANT must provide written notice to DISTRICT within thirty days of the name change. The notification must include the legal documentation supporting the name change. Both Parties must then execute an amendment to this Agreement to reflect the new name, and any references to the old name will be replaced with the new name throughout the Agreement. In the event the name change is the result of a merger or some other change in corporate status, CONSULTANT must provide the legal documents supporting the change in corporate status including the contract term that confirms the new entity has assumed responsibility for the contract with DISTRICT consistent with Section 25: Assignment.

37. DISENTANGLEMENT – CONSULTANT shall cooperate with DISTRICT and DISTRICT's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. CONSULTANT shall cooperate with DISTRICT's efforts to effectuate such transition with the goal of minimizing or eliminating any interruption of work required under the Agreement and any adverse impact on the provision of services or DISTRICT's activities; provided, however, that DISTRICT shall pay CONSULTANT on a time and

materials basis at the then-applicable rates for all additional services performed in connection with such cooperation. CONSULTANT shall deliver to DISTRICT or its designee, at DISTRICT's request, all documentation and data related to DISTRICT, including, but not limited to, all work product provided in Section 15 of this Agreement, held by CONSULTANT, and after return of same, CONSULTANT shall destroy all copies thereof still in CONSULTANT's possession at no charge to DISTRICT. Such data delivery shall be in an electronic format to facilitate archiving or loading into a replacement application. DISTRICT and CONSULTANT shall mutually agree to the specific electronic format.

38. 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.

39. 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.

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

JUN 0 2 2026.
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

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

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

APPROVED AS TO FORM:

MINH C. TRAN
County Counsel

By: _____
KRISTINE BELL-VALDEZ
Deputy County Counsel

ATTEST:

KIMBERLY RECTOR
Clerk of the Board

By: _____
Deputy

(SEAL)

Consulting Services Agreement with Murphy & Evertz LLP
FY 2026-27 to FY 2030-31
04/15/26
YC:blj

JUN 0 2 2026 14.5

MURPHY & EVERTZ LLP, a California limited liability partnership

Signed by:
Douglas J. Evertz
C082965B135642E...

DOUGLAS J. EVERTZ
Partner

Consulting Services Agreement with Murphy & Evertz LLP
FY 2026-27 to FY 2030-31
4/15/26
YC:blj

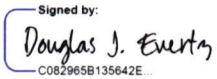
docusign

Certificate Of Completion

Envelope Id: 13567686-C432-8590-83D2-22EF42EE6AAE
Status: Completed
Subject: Here is your signed document: Murphy & Evertz - On-Call Super MEGA_FINAL.pdf
Source Envelope:
Document Pages: 41
Signatures: 1
Envelope Originator:
Certificate Pages: 1
Initials: 0
Douglas Evertz
AutoNav: Disabled
aconstant@murphyevertz.com
EnvelopeId Stamping: Disabled
IP Address: 209.234.159.106
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original
4/22/2026 11:56:37 AM
Holder: Douglas Evertz
aconstant@murphyevertz.com
Location: DocuSign

Signer Events	Signature	Timestamp
Douglas J. Evertz aconstant@murphyevertz.com Partner Murphy & Evertz LLP Security Level: Email, Account Authentication (None)	Signed by:  C082965B135642E... Signature Adoption: Pre-selected Style Using IP Address: 209.234.159.106	Sent: 4/22/2026 11:56:48 AM Viewed: 4/22/2026 11:56:54 AM Signed: 4/22/2026 11:58:42 AM Freeform Signing

Electronic Record and Signature Disclosure:
Not Offered via Docusign

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
Douglas J. Evertz aconstant@murphyevertz.com Partner Murphy & Evertz LLP Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/22/2026 11:58:43 AM Resent: 4/22/2026 11:58:44 AM Viewed: 4/22/2026 12:00:28 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/22/2026 11:56:48 AM
Certified Delivered	Security Checked	4/22/2026 11:56:54 AM
Signing Complete	Security Checked	4/22/2026 11:58:42 AM
Completed	Security Checked	4/22/2026 11:58:43 AM

Payment Events	Status	Timestamps

ATTACHMENT A

1

SERVICE CATEGORY CHECKLIST
REAL ESTATE SERVICES APPRAISAL SERVICES

	TASK
J.1	Mail Notice
	A) Title Review
	B) Property Inspection
	C) Improvements
	D) Market Research
	E) Comparable Sales
	F) Narrative Appraisal Report
	G) Eminent Domain
	H) Cost Estimates
J.2	Relocation Services
	A) Interview Occupants
	B) Research
	C) Compile Statistics
	D) Relocation Plan
	E) Relocation Implementation
J.3	Title Services
	A) Preliminary Title Reports
	B) Policies of Title Insurance
	C) Escrow Services
	D) Other Services
J.4	Attorney Services
	A) Legal Counsel
	B) Eminent Domain

ATTACHMENT B
SCOPE OF SERVICES

Service Category J. REAL ESTATE SERVICES APPRAISAL SERVICES

Task J.1 Mail Notice

Appraiser will mail a notification letter to property owner requesting permission to conduct an on-site inspection of the property, advising them of their right to accompany the appraiser at the time of the inspection and requesting information regarding the appraised property which could influence the appraised value.

Sub-Task A) Title Review

Appraiser will review title information pertaining to the respective ownerships and will review all pertinent information relative to the parcel.

Sub-Task B) Property Inspection

Appraiser will inspect each property personally with the owner (if possible) and document the inspection with photographs for use in the report.

Sub-Task C) Improvements

Appraiser will inventory all improvements affected by the proposed taking, including notes on their manner of disposition (i.e., pay-for and remove vs. move back).

Sub-Task D) Market Research

Appraiser will perform market research to support the selected appraisal methodology and will document and confirm comparable sales information.

Sub-Task E) Comparable Sales

Appraiser is responsible for determining which comparables are the best and most appropriate for the project. Comparable sales should have similar physical and legal characteristics when compared to the subject property. This does not mean that the comparables must be identical to the subject property, but it should be competitive and appeal to the same market clientele that would also consider purchasing the subject property. Comparables that are significantly different from the subject property may be acceptable; however, the appraiser must describe the differences, consider these factors in the market value, and provide an explanation justifying the use of the comparables.

Sub-Task F) Narrative Appraisal Report

Appraiser will prepare a narrative appraisal report that conforms to the Uniform Standard of Professional Appraisal Practice (USPAP). The appraisal study and report are intended to serve as an acquisition appraisal and will be prepared in a summary format consistent with the specifications for narrative appraisal reports, including. but not limited to, parcel data, analysis of highest and best use, valuation, appraiser qualifications, available hazardous material usage/waste data, exhibits of location, site maps and other pertinent exhibits.

Sub-Task G) Eminent Domain

Appraiser shall be aware of eminent domain laws and valuation approaches used in eminent domain litigation and be comfortable as an expert witness.

Sub-Task H) Costs Estimates

Appraiser will provide an estimate of probable costs for right of way acquisitions and service costs necessary to complete the project of the specified subject area.

Task J-2. Relocation Services

Sub-Task A) Interview Occupants

Interview all potentially affected occupants to determine relocation needs. The interview queries business needs, special licensing, permits or zoning needs, information on trade areas, special moving requirements, etc. The interview also queries household information such as: the number, age and gender of all occupants, income of the household, distance to employment and utilized neighborhood services, special needs of the household, etc.

Sub-Task B) Research
Research the marketplace for available replacement locations and/or establish rent schedules for compiling project costs.

Sub-Task C) Compile Statistics
Compile statistics on available housing and business replacement sites and calculate potential project costs.

Sub-Task D) Relocation Plan
Create and present draft relocation plan to client. Distribute plan to project participants, make it available for public inspection, and make any needed revisions brought up during the public inspection period. Participate in adoption presentation meeting.

Sub-Task E) Relocation Implementation
Secure the basic case information and set up case file, maintain the necessary case documentation and contact diary throughout the course of our involvement with the claimant. Conduct an initial in-depth field interview with claimant, document rent, income, family size, names/ages of occupants, determine relocation needs, preferences, and special requirements, and provide general information notices and brochure. Explain relocation process, rights, and benefits available. If needed, provide ongoing advisory assistance to minimize hardships on claimants, including referrals to and coordination with community service resources, public housing, and other public services. Also, if needed, document rent with rental agreement, receipts, or economic rent. Document/verify income using pay stubs, budget worksheets, tax returns, certification, and/or cash affidavit. Use rent method if income cannot be verified. Assist with the reconciliation of fixtures and equipment among owner and tenant. Create rent schedule for project as appropriate and if authorized by client, search, and document comparable for each claimant, provide initial referrals and three sets of additional housing referrals every 4-6 weeks as necessary. Search for available non-residential sites until Consultant recommends at least one appropriate site or determines that no such site exists. Provide with any referral an evaluation form which requests feedback as the suitability of the site referral and attempt to secure response from claimant. Prepare letter of eligibility based on most appropriate comparable or rent schedule and seek authorization of client. Deliver letter of eligibility to claimant, discuss findings, and impacts to occupants' particular needs. Amend the letter of eligibility again if the economics of the comparable' s availability changes over the course of our assignment. Prepare and deliver 90-day notice to vacate no later than 12 weeks after general information notices have been delivered. If needed, arrange for transportation to view replacement sites, assist claimants with their selection of a replacement site, with lease offers, with review of rental agreements, and with move bids or fixed moving payment. Inspect selected site to ensure it meets decent, safe, and sanitary requirements. Monitor the replacement site escrow and explain the relocation process to agent and escrow officer as necessary. Review and discuss claimants' moving plans, build out specification and personal property inventory and coordinate eligibility limitations in advance of physical move. Verify vacation of displacement site and secure a certificate of abandonment. Determine eligibility for proposed amount of relocation benefits, including actual and reasonable moving payments, rental or purchase differential payments, re-establishment payments, and fixed payments as applicable. For residential moves, secure and process an advance claim to assist with the move, and a second final claim incorporating the moving costs and rental/purchase differential payment once family has moved to selected displacement site. For non-residential moves, secure and process moving assistance, re-establishment, in lieu, or settlement claims ensuring that no item was duplicated in the acquisition process. Each claim will be signed by the claimant supported by appropriate back-up (written bids, schedules, receipts, etc.) and will be reviewed by Consultant for recommendation before submitting to client for approval. Each claim check will be delivered to claimant in person (as feasible) and a receipt of payment will be secured.

Task J-3. Title Services

Sub-Task A) Preliminary Title Reports
Furnish preliminary title reports, litigation guarantees and title reports to District within fifteen (15) working days upon receipt of written request for such report(s). Reports to be submitted in an electronic form and shall include, but not be limited to, the following items:

- The names and addresses as disclosed of record of all persons or parties owning or claiming, or who may own or claim an interest in such parcel, and the nature of such interest and from whom deeds or releases

should be obtained or who should be named as party defendants in an eminent domain action. This would only apply to litigation guarantees;

- A copy of the instruments(s) whereby the vestee acquired title;
- Such tax information as the County Assessor's Parcel reference, code area, the amount of taxes and a statement of any special assessments;
- The vesting documents and Schedule B documents (easements, assessments, encumbrances and rights of way) will be sent with the title reports;

- A portion or portions of a street, alley or highway abutting a parcel will be included up to three (3) contiguous parcels, as part of the land covered in the report, provided the title thereto vests in the same ownership as the adjoining parcel; and
- Provide District an invoice with each item as it is delivered to District. Provide supplemental reports showing matters, if any, appearing of record subsequent to the date of the prior report.

Sub-Task B) Policies of Title Insurance

Furnish California Land Title Association (CLTA) Standard Coverage Policies of Title Insurance covering the estate or interest created through the acquisition of real property by District or American Land Title Association (ALTA) policies. Policies will be delivered to District within ten (10) days of recordation of documents conveying real property to District. Notice of such recordation shall be in the form of a Closing Escrow Statement showing the recording information of documents or final order of condemnation. Provide one (1) original title insurance policy. Policies will be taken subject to such matters of record as they may remain a lien or charge against the land at the close of escrow and be approved in writing by District.

Sub-Task C) Escrow Services

Upon receipt of District's request to open escrow, instructions will be typed and returned to District within three (3) working days. Provide standard practice escrow services which include, but not limited to, the following:

- Payment of all demands of any claimants, lien holders or beneficiaries under a deed of trust deposited into escrow. Determine the proper trustee to issue a full or partial reconveyance and to prepare a substitution of trustee where necessary;
- Prorate or adjust those items as directed by District. Real estate taxes will be paid in full when a lien is due. Any proration will be established by the Assessor/Tax Collector and distributed appropriately;
- Disburse funds held in escrow pursuant to assignment of funds as directed by District;
- Bill District for all reconveyance fees, trustee fees, forwarding fees, beneficiary statements, etc., presented in connection with the reconveyance of any deed of trust eliminated through escrow, unless otherwise directed by the District. (Excluded are any prepayment penalties);
- If adverse title matters are apparent since date of issuance of latest report, notify District that closing is not possible and upon request of District a supplemental report or guarantee will be issued setting forth such adverse matters;
- Notify creditors of grantor's present address where there is a partial taking by District;
- Furnish a breakdown of rental prorations;
- Prepare and draw all instruments necessary to consummate the transaction except grant deeds and/or easement deeds which will be drawn and deposited in escrow by District;
- Proceed with closing upon receipt of necessary funds, proper documents and final instructions approving title exceptions to be shown on the Policy of Title Insurance;
- Report status of each open escrow account; and
- Estimated Escrow Closing Statements to be presented to District indicating a readiness to record. Statements will include any credits due. Statement should be issued allowing District four (4) weeks to process payments for escrows.

Sub-Task D) Other Services

Provide District with "Ownership" information on District's first one hundred (100) requests each calendar month. This information shall include parties in whom record title vests and may include a legal description of the property as it appears on record.

Furnish copies of any recorded document mentioned in reports as requested by District at no charge. Agree that the term "parcel" as used herein is defined as any of the following, with ownership within the same block of any town, city or subdivision:

- Any three (3) contiguous areas of land or lots vested in the same ownership.
- The portion of any street or alley adjoining any parcel as above defined which portion of street or alley does not pass by operation of law in a conveyance of said adjoining parcel; therefore, title thereto would vest in other than the owner of the adjoining parcel and construed as a separate parcel.

Task J-4. Attorney Services - In the event legal representation is needed on behalf of the District, Consultant shall enter into a separate agreement, with the approval of the District's County Counsel, to provide such services.

Sub-Task A) Legal Counsel

Attorney to provide legal services related to land transactions including resolving title issues and approving as to form land transaction documents related to District projects. Attorney shall appear and serve as the District's legal counsel and perform the work assigned with assistance being provided from the attached attorney's list. Attorney shall furnish all equipment, facilities, materials and labor necessary to perform in a complete, skillful and professional manner, and shall maintain all licenses required by the laws of the State of California at all times while performing services as an independent contractor for the District.

Sub-Task B) Eminent Domain

Attorney shall appear and serve as the Districts legal counsel in said eminent domain proceedings. Attorney shall provide District with timely notification of all scheduled depositions, hearings, mediations, arbitrations, trials, etc. Attorney shall provide District with one copy of Attorneys' files and/or records for each property owner. Such files and records shall be and remain the sole property of the District. Attorney shall not settle any matter or make a settlement off any amount or make any representation as to settlement possibilities without prior authorization of District.

ATTACHMENT C

TASK ORDER APPROVAL

CONSULTANT: **COMPANY NAME (bold)**

PROJECT NAME: **@ (bold)**

The Scope of Services for this Task Order No.__, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, shall constitute an approved Task Order pursuant to the Agreement between DISTRICT and CONSULTANT dated _____ ("AGREEMENT"). CONSULTANT agrees to perform the services described in Exhibit "A", within the time set forth in the Project Schedule as described in Exhibit "B" attached hereto and incorporated herein, for a fee amount of $_____, unless otherwise modified by DISTRICT's Project Manager in a subsequent Task Order Approval Form. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "C" and incorporated herein by this reference.

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

Dated _____
(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

CONSULTING SERVICES AGREEMENT
FY 2026-27 to FY 2030-31

The Consulting Services Agreement ("Agreement") dated as of July 1, 2026 is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic, hereinafter called "DISTRICT", and NRC ENVIRONMENTAL SERVICES INC., a Washington 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 Category L, as further described in "Service Categories and 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 "B", 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 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 "C"). 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

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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 become effective on July 1, 2026 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, 2031 and is to be completed by June 30, 2032.

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 Eight Hundred Thousand Dollars ($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 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 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 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	NRC ENVIRONMENTAL SERVICES INC. 3777 Long Beach Blvd., Ste. 100 Long Beach, CA 90807 Attn: Kevin Escalante

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 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 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. Pollution and Asbestos Liability: CONSULTANT shall obtain, at its sole expense and maintain for the duration of the Agreement, Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work

under this Agreement by CONSULTANT, its agents, representatives or employees in accordance with the following requirements:

i. CONSULTANT's Pollution Liability Coverage includes, but is not limited to, bodily injury and property damage, including coverage for loss of use and diminution in property value, and for resultant clean-up costs arising out of the or resulting from any work of CONTRACTOR or services performed under its Agreement with DISTRICT, including any storage or transportation, including the loading or unloading of hazardous wastes, hazardous materials or contaminants.

ii. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions.

iii. If the services involve mold identification/remediation, the Contractors Pollution Liability shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter including mold.

iv. CONSULTANT's Pollution Liability Coverage in the amount of Ten Million Dollars ($10,000,000) per claim and in the aggregate.

v. Professional Liability Insurance in the amount of Ten Million Dollars ($10,000,000) per claim and in the aggregate.

The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by DISTRICT.

The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this contract. Any self-insured retention/deductible amount shall be submitted to DISTRICT for review and approval. If

CONSULTANT maintains broader coverage and/or higher limits than the minimums shown above, DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to DISTRICT.

In the event, CONSULTANT encounters materials on the site that are believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, CONSULTANT shall immediately stop work in the area affected and report the condition to DISTRICT in writing. The work in the affected area shall not thereafter be resumed except by written agreement of DISTRICT and CONSULTANT, if in fact the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or PCB, or when it has been rendered harmless, by written agreement of DISTRICT and CONSULTANT.

CONSULTANT shall not be required to perform without consent any work relating to asbestos or PCB.

F. 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 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 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. INTENTIONALLY DELETED

17. 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 back-checked, 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.

18. TERMINATION

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

A. Agreement

i. Terminate this Agreement without cause upon providing CONSULTANT thirty business days written notice stating the extent and effective date of termination; or

ii. Upon five 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 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.

C. Notwithstanding anything contained in this Agreement. CONSULTANT may terminate this Agreement by providing ninety days written notice to DISTRICT in the event CONSULTANT is experiencing an organizational shift due to the loss of access to vital resources, personnel or assets necessary to fulfill its obligations under this Agreement.

19. 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. Any changes to the approved scope of services must be authorized by DISTRICT's General Manager-Chief Engineer 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.

20. 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.

21. 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.

22. 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.

23. 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. 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 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 by a new or revised Task Order.

At any time during the performance of the Task Order, the Project Manager, upon providing five 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.

24. 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 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.

25. ASSIGNMENT

Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of DISTRICT and approval by DISTRICT's 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; 4) to a corporation if, immediately after the transfer, the partner making the transfer continues to own at least fifty 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 fifty percent (50%) 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 days prior to the occurrence of such event.

26. 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.

27. 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.

28. 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.

29. 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.

30. NON-APPROPRIATION OF FUNDS

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

31. 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 sub-consultants 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 sub-consultants, 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 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 31A and 31B 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.

32. 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 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.

33. 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.

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 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. NAME CHANGE – If CONSULTANT changes its name, CONSULTANT must provide written notice to DISTRICT within thirty days of the name change. The notification must include the legal documentation supporting the name change. Both Parties must then execute an amendment to this Agreement to reflect the new name, and any references to the old name will be replaced with the new name throughout the Agreement. In the event the name change is the result of a merger or some other change in corporate status, CONSULTANT must provide the legal documents supporting the change in corporate status including the contract term that confirms the new entity has assumed responsibility for the contract with DISTRICT consistent with Section 25: Assignment.

37. DISENTANGLEMENT – CONSULTANT shall cooperate with DISTRICT and

DISTRICT's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. CONSULTANT shall cooperate with DISTRICT's efforts to effectuate such transition with the goal of minimizing or eliminating any interruption of work required under the Agreement and any adverse impact on the provision of services or DISTRICT's activities; provided, however, that DISTRICT shall pay CONSULTANT on a time and materials basis at the then-applicable rates for all additional services performed in connection with such cooperation. CONSULTANT shall deliver to DISTRICT or its designee, at DISTRICT's request, all documentation and data related to DISTRICT, including, but not limited to, all work product provided in Section 15 of this Agreement, held by CONSULTANT, and after return of same, CONSULTANT shall destroy all copies thereof still in CONSULTANT's possession at no charge to DISTRICT. Such data delivery shall be in an electronic format to facilitate archiving or loading into a replacement application. DISTRICT and CONSULTANT shall mutually agree to the specific electronic format.

38. 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.

39. 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.

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

JUN 0 2 2026.
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

By: Edwin Quinonez
for JASON E. UHLEY
General Manager-Chief Engineer

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

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

APPROVED AS TO FORM:

MINH C. TRAN
County Counsel

By:
KRISTINE BELL-VALDEZ
Deputy County Counsel

ATTEST:

KIMBERLY RECTOR
Clerk of the Board

By:
Deputy

(SEAL)

Consulting Services Agreement with NRC Environmental Services Inc.
FY 2026-27 to FY 2030-31
04/15/26
YC:blj

Docusign Envelope ID: 66D6AF85-DB1F-8F40-8228-81910A639787

NRC ENVIRONMENTAL SERVICES INC.
a Washington corporation

Signed by:
Neil Norris
B0178E9E4441416...

NEIL NORRIS
General Manager

Consulting Services Agreement with NRC Environmental Services Inc.
FY 2026-27 to FY 2030-31
04/15/26
YC:blj

docusign

Certificate Of Completion

Envelope Id: 66D6AF85-DB1F-8F40-8228-81910A639787
Status: Completed
Subject: Complete with Docusign: NRC Environmental - On-Call Super MEGA_FINAL.pdf
Source Envelope:
Document Pages: 42
Signatures: 1
Certificate Pages: 3
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Kevin Escalante
KEscalante@republicservices.com
IP Address: 163.116.139.176

Record Tracking

Status: Original
4/23/2026 11:26:47 AM

Holder: Kevin Escalante
KEscalante@republicservices.com

Location: DocuSign

Signer Events	Signature	Timestamp
Neil Norris NNorris@republicservices.com GM Security Level: Email, Account Authentication (None)	Signed by: Neil Norris B0178E9E4441416... Signature Adoption: Pre-selected Style Using IP Address: 2600:387:15:2613::7 Signed using mobile	Sent: 4/23/2026 11:39:16 AM Viewed: 4/23/2026 12:53:06 PM Signed: 4/26/2026 6:39:47 AM

Electronic Record and Signature Disclosure:
Accepted: 4/26/2026 6:39:32 AM
ID: b5601e57-0bdd-4823-9e48-68effc788ee3

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	4/23/2026 11:39:16 AM
Certified Delivered	Security Checked	4/23/2026 12:53:06 PM
Signing Complete	Security Checked	4/26/2026 6:39:47 AM
Completed	Security Checked	4/26/2026 6:39:47 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ATTACHMENT A

Service Category L. OPERATIONS AND MAINTENANCE

SERVICE CATEGORY CHECKLIST
HYDROLOGY AND HYDRAULICS

	TASK
L.1	Posting of Notice(s) to Vacate and Coordination with Peace Officers and Animal Control Services
L.2	Identification of Personal Items for Storage
L.3	Debris, Trash and Hazardous Waste Disposal Service
L.4	Fence Repair
L.5	Abandoned Vehicle Removal Services
L.6	Emergency Spill Response Services
L.7	Tree Trimming and Removals

ATTACHMENT B
SCOPE OF SERVICES

Service Category L. OPERATIONS AND MAINTENANCE

Task L.1_Posting of Notice(s) to Vacate and Coordination with Peace Officers and Animal Control Services Most District right of way are closed to public access and have "No Trespassing" signs. Where posting is required as determined by the District, contractor shall post District Standard notices following a preliminary site walk to assess the cleanup effort and to verify if there are encampments present. Contractor shall coordinate with LEO's (including animal services) on the cleanup date if transients/animals need to be escorted out of District right of way.

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

72 HOUR NOTICE TO VACATE
PRIVATE PROPERTY

Please be advised that this is private property and no trespassing is allowed per Penal Code Section 602. This serves as a 72-hour notice to remove personal belongings and property. Any personal property that is not removed from this location by the date and time stated below will be disposed of accordingly.

FLOOD CONTROL OUTLET CHANNEL
Location

ANY PROPERTY REAMINING IN THIS LOCATION AFTER THE DATE AND TIME STATED ABOVE WILL BE COLLECTED AND DISPOSED.

RESOURCES

Please call 2-1-1 for health and social services referrals.

04/04/2025 _____
Date Issued Time

Task L.2 Identification of Personal items for Storage
During the cleanup event, contractor shall make sure that any personal items (that are in working condition and not soiled in any biohazard) and that are not directly collected by their owner, be logged, photographed and set aside for the District Operations team for storage. Contractor shall ensure that the personal items are safe until it is picked up by the District (the same day of the cleanup operation).

Task L.3 Debris, Trash and Hazardous Waste Disposal Services
Contractor shall pick-up all debris and trash, on properties owned by the District, as directed by the District, and will remove and dispose of vegetation and refuse at landfills, recyclers, hazardous material disposal sites approved by regulatory agencies. Materials to be removed may include, but are not limited to, broken concrete, asphalt, construction debris, scrap metal, furniture, appliances, automobile parts, shopping carts, tires, trees, dead vegetation, dead animals, bagged or loose trash; Hazardous waste, including, but not limited to, human feces, hypodermic needles, computer(s) and parts, etc. All items must be handled in accordance with Occupational Safety and Health Administration (OSHA) guidelines, including material handling training where required. Items removed which may be potentially hazardous, must be done so

appropriately, under such guidelines.

Firms responding to this Task must have an established team of local staff that is qualified and experienced in providing waste segregation, collection and disposal services.

Contractor shall document the removal by taking pictures, filling and submitting all manifests to the appropriate regulatory agency and the District. Contractor shall also fully document the cleanup, using a District template reporting format.

Task L.4 Fence Repair

Work shall consist of maintenance and repair to existing District chain link, post and cable and any other fencing or barrier repairs as may be required. The frequency of fence repair is dependent upon vandalism and/or accidents which occur along the District's right of way. Fence material will be District standards approved and approved by District's Operations Project Manager

Task L.5 Abandoned Vehicle Removal Services

Work shall consist of removing abandoned or stolen vehicles that are left in the District's right of way. Contractor shall coordinate with the appropriate law enforcement agency to determine if the vehicle has been reported stolen. Contractor shall follow the appropriate local/State laws and legally dispose of the abandoned/stolen vehicle.

Task L.6 Emergency Spill Response Services

Environmental clean-up services requiring immediate response as determined by District staff shall be considered "emergencies". Upon contact for assistance with an emergency environmental clean-up, contractor shall indicate within 10 minutes time if requested labor and equipment are available. If emergency response by the contractor is mutually agreed upon and initiated, contractor shall mobilize resources based on information provided over the phone or via email by District staff. A field supervisor representing the contractor shall arrive on scene within 30 minutes of initiation of an emergency response unless traffic or location of the incident makes travel within this time frame infeasible. All other labor, equipment and supplies shall arrive on scene as soon as possible but no more than 90 minutes from request by District staff unless otherwise agreed upon. Typical tasks that may be required of contractor to be performed under the direction of County and/or District staff on an emergency environmental clean-up include:

Sanitary Sewer Overflows (SSO)/Sewage Spills

1. Where containment and recovery of an SSO is determined to be required, the sanitation district whose service area encompasses the source of the sewage release will be notified and requested to respond. This sanitation district has primary responsibility for containment and cleanup of the release. Referral of the Complaint Report will be made using Appendix L-1, "Riverside County Flood Control and Water Conservation District Notification Procedures Following Reports of Sanitary Sewer Overflows, Hazardous Material Releases and Waste Disposals Affecting District Facilities," Appendix L-1 contains the jurisdictional maps in Exhibit A and the emergency contact information for the County's
sanitation districts contained in Appendix A.
2. The IC/ID Coordinator or designee may have to immediately respond to the location of the SSO to provide access to sanitation districts to District facilities.
3. The IC/ID Coordinator or designee will conduct a site visit to verify satisfactory cleanup by the sanitation district.
4. Where SSO's involve the release of more than 1,000 gallons of sewage discharged (or with potential to discharge) to surface waters, notification will be made to the California Governor's Office of Emergency Services (Cal OES) using the contact information in Appendix B of Appendix L-1. A separate notification to either the San Diego, Santa Ana, or Colorado River Regional Water Quality Control Board may also be required. The IC/ID Coordinator will document the incident in the NPDES Complaint Application.

Hazardous Materials (waste oil, chemicals, medical wastes, etc.)

1. Where containment, characterization and cleanup of hazardous materials (waste oil, chemicals, medical wastes, etc.) is determined to be required, County of Riverside - Department of Environmental Health - Hazardous Materials Branch will be requested to provide assistance. Hazardous Materials Branch staff have primary responsibility for effecting containment of the materials and ensuring protection of human health, safety and the environment. Contact information for Hazardous Materials Branch staff is provided in Appendix C of Appendix L-1.
2. In consultation with Hazardous Materials Branch staff, the IC/ID Coordinator or designee will arrange for site cleanup in instances where there has been contamination of District flood control channels, facilities and/or rights of way.
3. Small quantities (<50 gallons) of wastes may be brought by District staff from the field for storage in the designated waste area in Building 3. Such materials may be transported either by the IC/ID Coordinator or staff assigned to assist with the incident either by the Chief of Construction and Maintenance or by the Chief of Operations.
4. Recovery of small quantities (<20) of syringes may be coordinated by the IC/ID Coordinator only. These items will be transported in a protective medical waste container and transported to Hazardous Materials Branch staff for disposal.
5. The IC/ID Coordinator or designee will obtain a purchase order to secure the services of an environmental cleanup contractor when the hazardous material/medical waste thresholds are expected to be exceeded.
6. The IC/ID Coordinator or designee will conduct a site inspection to verify satisfactory cleanup by the cleanup contractor.
7. Upon verification, all significant spills or threatened releases of hazardous materials, including oil and radioactive materials, must be immediately reported to Cal OES. Notification shall be made by telephone to Cal OES using the contact information in Appendix B of Appendix L-1.
8. The IC/ID Coordinator will document the incident in the NPDES Complaint Application.

Solid (i.e., inert) Waste

1. Where removal of solid waste (trash, debris, yard waste, etc.) is determined to be required, the Chief of Construction and Maintenance will be notified.
2. In consultation with Chief of Construction and Maintenance, the IC/ID Coordinator or designee will arrange for site cleanup by Maintenance staff in instances where there has been the deposit of inert waste in or on to District flood control channels, facilities and/or rights of way.
3. Where waste has been deposited from an immediately adjacent property, the IC/ID Coordinator will arrange recovery and disposal of the material by the property owner either directly or with assistance of the jurisdiction with land use authority.
4. The IC/ID Coordinator will document the incident in the NPDES Complaint Application.

Other District Notification Procedures

Other potentially applicable plans and procedures are identified in Appendix D of Appendix L-1.

Task L.7 Tree Trimming and Removals

Contractor shall trim and/or remove trees to maintain access and clear visibility of flood control channels, drainage facilities, maintenance roads and grade crossings, as well as those on District property causing harm to adjacent property/facilities/etc. Contractor shall provide labor and equipment necessary to clear areas where required to maintain the District's right of ways. Work will consist of tree trimming and/or removals and brush removal. Due to the inaccessibility of certain properties, some trees may need to be climbed with the aid of ropes and others may require use of boom truck with a standard bucket lift, to be trimmed. Fall Protection shall be used where required.

The contractor shall perform their work method in compliance with federal standards, local city ordinances and requirements, and CCR Title 8 (Cal/OSHA), Article 12. Tree Work, Maintenance or Removal

Standards, and Subchapter 13, Logging and Sawmill Safety Orders, Article 5. Falling and Bucking as applicable to scope. The contractor shall fully understand and comply with the applicable Cal/OSHA standards and maintain required documentation available at the scope task site for review by the Authority's representative.

ATTACHMENT C

TASK ORDER APPROVAL

CONSULTANT: **COMPANY NAME (bold)**

PROJECT NAME: **@ (bold)**

The Scope of Services for this Task Order No.__, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, shall constitute an approved Task Order pursuant to the Agreement between DISTRICT and CONSULTANT dated _____ ("AGREEMENT"). CONSULTANT agrees to perform the services described in Exhibit "A", within the time set forth in the Project Schedule as described in Exhibit "B" attached hereto and incorporated herein, for a fee amount of $_____, unless otherwise modified by DISTRICT's Project Manager in a subsequent Task Order Approval Form. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "C" and incorporated herein by this reference.

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

Dated _____
(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

CONSULTING SERVICES AGREEMENT
FY 2026-27 to FY 2030-31

The Consulting Services Agreement ("Agreement") dated as of July 1, 2026 is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic, hereinafter called "DISTRICT", and NV5, 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 F and N, as further described in "Service Categories and 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 "B", 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 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 "C"). 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

JUN 0 2 2026 14.5

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 become effective on July 1, 2026 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, 2031 and is to be completed by June 30, 2032.

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 One Million Dollars ($1,000,000) 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 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 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 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

NV5, INC.
7338 Sycamore Boulevard, Suite 4
Riverside, CA 92508
Attn: Tamara O'Neal

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 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 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 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 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. INTENTIONALLY DELETED

17. 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 back-checked, 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.

18. TERMINATION

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

A. Agreement

i. Terminate this Agreement without cause upon providing CONSULTANT thirty business days written notice stating the extent and effective date of termination; or

ii. Upon five 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 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.

C. Notwithstanding anything contained in this Agreement. CONSULTANT may terminate this Agreement by providing ninety days written notice to DISTRICT in the event CONSULTANT is experiencing an organizational shift due to the loss of access to vital resources, personnel or assets necessary to fulfill its obligations under this Agreement.

19. 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. Any changes to the approved scope of services must be authorized by DISTRICT's General Manager-Chief Engineer 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.

20. 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.

21. 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.

22. 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.

23. 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. 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 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 by a new or revised Task Order.

At any time during the performance of the Task Order, the Project Manager, upon providing five 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.

24. 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 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.

25. ASSIGNMENT

Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of DISTRICT and approval by DISTRICT's 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; 4) to a corporation if, immediately after the transfer, the partner making the transfer continues to own at least fifty 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 fifty percent (50%) 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 days prior to the occurrence of such event.

26. 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.

27. 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.

28. 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.

29. 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.

30. NON-APPROPRIATION OF FUNDS

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

costs in accordance with Section 5 (COMPENSATION) and Section 6 (PAYMENT).

31. 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 sub-consultants 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 sub-consultants, 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 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 31A and 31B 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.

32. 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 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.

33. 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.

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 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. NAME CHANGE – If CONSULTANT changes its name, CONSULTANT must provide written notice to DISTRICT within thirty days of the name change. The notification must include the legal documentation supporting the name change. Both Parties must then execute an amendment to this Agreement to reflect the new name, and any references to the old name will be replaced with the new name throughout the Agreement. In the event the name change is the result of a merger or some other change in corporate status, CONSULTANT must provide the legal documents supporting the

change in corporate status including the contract term that confirms the new entity has assumed responsibility for the contract with DISTRICT consistent with Section 25: Assignment.

37. DISENTANGLEMENT – CONSULTANT shall cooperate with DISTRICT and DISTRICT's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. CONSULTANT shall cooperate with DISTRICT's efforts to effectuate such transition with the goal of minimizing or eliminating any interruption of work required under the Agreement and any adverse impact on the provision of services or DISTRICT's activities; provided, however, that DISTRICT shall pay CONSULTANT on a time and materials basis at the then-applicable rates for all additional services performed in connection with such cooperation. CONSULTANT shall deliver to DISTRICT or its designee, at DISTRICT's request, all documentation and data related to DISTRICT, including, but not limited to, all work product provided in Section 15 of this Agreement, held by CONSULTANT, and after return of same, CONSULTANT shall destroy all copies thereof still in CONSULTANT's possession at no charge to DISTRICT. Such data delivery shall be in an electronic format to facilitate archiving or loading into a replacement application. DISTRICT and CONSULTANT shall mutually agree to the specific electronic format.

38. 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.

39. 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

JUN 0 2 2026.
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

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

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

APPROVED AS TO FORM:

MINH C. TRAN
County Counsel

By: _____
KRISTINE BELL-VALDEZ
Deputy County Counsel

ATTEST:

KIMBERLY RECTOR
Clerk of the Board

By: _____
Deputy

(SEAL)

Consulting Services Agreement with NV5, Inc.
FY 2026-27 to FY 2030-31
4/15/26
YC:blj

JUN 0 2 2026 14.5

Docusign Envelope ID: 14808FC2-F086-4365-89DD-BEF47A413AAF

NV5, INC., a California corporation

Signed by:
Jeffrey M. Cooper
EDE8AE9717B740B...

4/21/2026 | 12:12 PM PDT

JEFFREY M. COOPER
EVP, Chief Operating Officer

Consulting Services Agreement with NV5, Inc.
FY 2026-27 to FY 2030-31
4/15/26
YC:blj

Certificate Of Completion

Envelope Id: 14808FC2-F086-4365-89DD-BEF47A413AAF
Status: Completed
Subject: Complete with Docusign: NV5 Inc - On-Call Super MEGA_FINAL.pdf
Source Envelope:
Document Pages: 48
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Erica Toste
200 S Park Rd Ste 350
Hollywood, FL 33021
Erica.Toste@nv5.com
IP Address: 23.124.73.57

Record Tracking

Status: Original
4/21/2026 9:21:00 AM
Holder: Erica Toste
Erica.Toste@nv5.com
Location: DocuSign

Signer Events	Signature	Timestamp
Jeffrey M. Cooper jeff.cooper@nv5.com Senior Vice President Security Level: Email, Account Authentication (None)	Signed by: Jeffrey M. Cooper EDF6AE9717B740B... Signature Adoption: Pre-selected Style Using IP Address: 98.176.179.177	Sent: 4/21/2026 12:02:57 PM Viewed: 4/21/2026 12:12:04 PM Signed: 4/21/2026 12:12:28 PM

Electronic Record and Signature Disclosure:
Accepted: 4/21/2026 12:12:04 PM
ID: fa439a79-e088-425e-b70e-c389c3550439

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
Kendra Duncan kendra.duncan@nv5.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/21/2026 12:12:30 PM
Tamara O'Neal tamara.oneal@nv5.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/21/2026 12:12:30 PM

Electronic Record and Signature Disclosure:
Accepted: 4/20/2026 8:36:04 AM
ID: de5bc11b-cdd8-41b7-baad-81de0a1a7d96

Electronic Record and Signature Disclosure:
Accepted: 6/5/2017 7:55:53 AM
ID: 2278cc10-9b20-4dd1-89f5-e3ca954ab3c4

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/21/2026 12:02:57 PM
Envelope Updated	Security Checked	4/21/2026 12:04:43 PM
Envelope Updated	Security Checked	4/21/2026 12:04:43 PM
Certified Delivered	Security Checked	4/21/2026 12:12:04 PM
Signing Complete	Security Checked	4/21/2026 12:12:28 PM
Completed	Security Checked	4/21/2026 12:12:30 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ATTACHMENT A

SERVICE CATEGORY CHECKLIST
WATERSHED PROTECTION PROGRAMS

	TASK
F.1	NPDES and MS4 Program Administration and Support
F.2	TMDL/Alternative TMDL/Basin Planning Support
F.3	Water Quality Monitoring Program Design, Data Assessment and Reporting
F.4	Monitoring Field Work, Observations, Sampling and Data Collection
F.5	Laboratory Analysis
F.6	Stormwater Capture, Watershed Management Planning, and Water Conservation
F.7	Emergency Post-Fire Sediment Monitoring

ATTACHMENT A

SERVICE CATEGORY CHECKLIST
LAND SURVEYING SERVICES

	TASK
N.1	Field Surveying
N.2	Data Processing
N.3	ROW Engineering
N.4	Utility Location

ATTACHMENT B
SCOPE OF SERVICES

Service Category F. WATERSHED PROTECTION PROGRAMS

Task F.1 NPDES Program Administration and Support

Firms proposing to provide support to the District in the development of National Pollution Discharge Elimination System (NPDES) compliance programs must demonstrate qualifications and experience in one or more of the following Tasks:

NPDES Program Support

Provide assistance to the District to maintaining compliance with the three Municipal Separate Storm Sewer System (MS4) Permits governing watersheds within Riverside County; statewide NPDES general stormwater permits for construction activities, industrial activities, and aquatic pesticide applications; and other federal, state, and local policies and permits regulating stormwater and non-stormwater runoff. This may include efforts such as, but not limited to:

- Researching and providing expert guidance and recommendations regarding regulatory issues at the federal, state, and local level on Regional MS4 Permits and General NPDES Permits and related policies, law and regulations;
- Developing innovative and cost-effective strategies and programs for water quality protection and regulatory compliance;
- Developing letters, or other professional correspondence, and/or providing expert testimony on the District's behalf to federal, state, and local agencies;
- Representing the District and/or Permittees at stakeholder/technical groups or meetings;
- Creating robust auditable management systems to enable ongoing compliance with regulatory permits, including, but not limited to, policy and program documentation, activity scheduling, and reporting mechanisms;
- Preparing and coordinating annual reports and assessments to demonstrate and document compliance with MS4 Permits, including compiling and analyzing data for annual report submittals and preparing Program Effectiveness Assessments;
- Developing Reports of Waste Discharge and/or comments and alternative language to draft/redline permits;
- Preparing presentations, documents, reports, and coordinating meetings appropriate for a diverse range of audiences (including elected officials, executive management, representatives of industry, and the general public) at which stormwater program initiatives are reviewed;
- Providing Construction General Stormwater Permit compliance support and assistance, including the development and review of Stormwater Pollution Prevention Plans (SWPPP);
- Providing Industrial General Stormwater Permit compliance support and assistance, including the development and review of SWPPP's;
- Providing Aquatic Pesticide Permit compliance support and assistance; and
- Preparing and conducting hydromodification studies for channels, creeks, and other drainage features and receiving waters, including channel dimension measurements, hydrologic and geomorphic conditions, vegetation and habitat integrity evaluations, bed and bank erosion assessment, and associated impacts.

Training/Outreach

Assist the District to provide training to strengthen the skills and competencies of individuals responsible for stormwater management and protection, supporting all related program elements and activities outlined in MS4 permits, watershed management plans, water quality improvement plans, and other implementation strategies. The Consultants shall also be able to develop and implement creative and effective methods for training/outreach on relevant issues such as, but not limited to:

- Low Impact Development (LID);
- Maintenance of Stormwater Best Management Practices (BMP);
- Pollution Prevention Practices for Municipal Facilities and Activities;
- Industrial, Commercial, and Construction Site Inspections;
- Water Quality Management Plan (WQMP) Preparation and Review;
- Illicit Connection and Illegal Discharge Detection and Elimination;

- Sanitary Sewer Spill Response; and
- Regional or Statewide General NPDES Permit Implementation;

Water Quality Management Plan Implementation
Provide support for Project WQMP implementation services which include, but are not limited to:

- Preparing regulatory plans, technical guidance documents and annual reports for LID and hydromodification management;
- Assessing economic impacts of LID and hydromodification management approaches;
- Developing case studies and training programs for cities and the development industry regarding WQMP implementation;
- Developing tools (including regional mapping, modeling, and geodatabases) to simplify preparation of project WQMP's for permittees in Riverside County;
- Conducting outreach and coordination with planning, engineering, and development industry groups for the purposes of streamlining WQMP and technical guidance document development ; and
- Conducting assessments of the effectiveness of LID and hydromodification.

Task F.2 TMDL/TMDL Alternative/Basin Planning Support
Firms proposing to provide support to the District in the development of and compliance with TMDLs, TMDL

Alternative projects, and in facilitating updates to Regional Water Quality Control Plans (Basin Plans) must demonstrate qualifications and experience in the following Tasks:

Basin Planning Support
May include efforts such as, but not limited to, Supporting and Developing Use Attainability Analyses, Site Specific Objectives and/or other Basin Plan amendments with literature review, regulatory alternatives assessment, monitoring, modeling, and task force facilitation.

303(d) List Evaluation
Review of draft Integrated Reports and 303(d) lists for errors, gaps, and other issues that may facilitate appropriate listing/de-listing of water quality parameters; designing and implementing programs to gather relevant information and perform the analyses necessary to support de-listing of appropriate constituents; and preparing written comments and testimony on existing or potential future 303(d) listings.

TMDL/TMDL Alternative Development Coordination
May include efforts such as, but not limited to, providing expert guidance and technical support to MS4 Permittee stakeholders during the development of TMDLs; leading third-party TMDL efforts; and coordinating and facilitating responses to Regional Board CWC 13267 information requests.

TMDL/TMDL Alternative Compliance Support
May include efforts such as, but not limited to, developing TMDL Urban Source Evaluation Plans; identifying cost-effective methods (local, sub-regional and regional structural and source control solutions) for compliance with TMDL Waste Load Allocations; supporting MS4 Permittee negotiations with regulators and other responsible parties to design and fund cost effective compliance approaches; developing TMDL compliance assessment and verification approaches; and developing required TMDL reports.

Pollutant Fate and Transport Modeling and Analysis
May include efforts such as, but not limited to, developing advanced models and quantitative analyses for estimating pollutant loads from various sources, including urban, natural and uncontrollable sources and evaluating compliance program effectiveness to address Reasonable Assurance Analysis requirements; incorporating other study results into existing TMDL/TMDL Alternative models and analyses; providing expert evaluation of modeling and quantitative analysis efforts by other parties including the adequacy of such efforts to address stated goals.

Task F.3 Water Quality Monitoring Program Design, Data Assessment, and Reporting

Firms proposing to provide support to the District and/or the Permittees' monitoring programs must demonstrate qualifications and experience in the following Tasks:

Monitoring Program Design

May include efforts such as, but not limited to, development of monitoring programs, procedures, training, special study workplans, and resources relevant to MS4 Permit monitoring programs or Aquatic Pesticide Permit monitoring program, and consistent with USEPA, SWAMP and Regional requirements; and preparation of special studies regarding stormwater science, monitoring and/or compliance programs.

Monitoring Program Data Assessment and Reporting

May include efforts such as, but not limited to, preparation of annual monitoring reports in accordance with the MS4 Permits, Aquatic Pesticide Permits, or other regional and statewide General NPDES Permits, preparation of summary reports for elected official, municipal leadership and general public audiences; conducting statistical and/or other compliance analyses of monitoring data and/or other data; producing professional exhibits and maps displaying tributary areas, analysis results, problem areas and other assessment data; creating and/or updating GIS data to perform geospatial modeling and analysis; performing, and reporting on QA/QC analysis of data; and formatting and uploading of water quality data to CEDEN or other databases as directed, such as the SMC Portal.

Task F.4 Water Quality Monitoring and Biological Monitoring

Firms proposing to provide support to the District and/or the Permittees' monitoring programs must be in sufficient proximity to comply with minimum programmatic hold-time requirements for sample processing[1], and must be available to flexibly provide monitoring services outside normal business hours. Firms proposing to provide support to the District and/or the Permittees' monitoring programs must demonstrate qualifications and experience in the following Tasks:

Water Quality Monitoring

May include efforts such as, but not limited to, performing field water quality monitoring/sampling activities and/or studies (e.g., receiving water and outfall monitoring); conducting desktop and field reconnaissance for potential sampling locations; performing illegal discharge identification monitoring; performing bioassessment monitoring; conducting aquatic pesticide monitoring, conducting sediment bed sampling; conducting genetic marker water quality sampling, conducting Toxicity Identification Evaluations/Toxicity Reduction Evaluations; acquiring access and/or special permits; preparing and submitting sampling event status reports and field data sheets; preparing technical memorandums, providing expertise supportive of negotiations relevant to monitoring requirements; performing hydromodification monitoring using most up to date procedures and tools.

Biological Monitoring

The firm should have the ability to conduct bioassessment, including biological analyses, collection of macroinvertebrate samples, physical habitat characterization measurements, and collection of freshwater algae samples. Analysis of macroinvertebrate samples must include taxonomic composition. Analysis of algae samples must include algal taxonomic composition (diatoms and soft algae), and algal biomass (ash-free dry mass and chlorophyll-a). Biological sample and measurements must be collected in accordance with the most current SWAMP Bioassessment SOPs (e.g., Reachwide Benthos (Multihabitat) Procedure, etc.). The firm should have the ability to use bioassessment samples, measurements, and water chemistry data for calculation of an Index of Biological Integrity (IBI) and California Stream Condition Index (CSCI) for macroinvertebrates as based on the most current calculation method. The firm should have the ability to calculate an IBI and CSCI for algae for a given monitoring station where bioassessment monitoring was conducted, as based on the most current calculation method. The firm should have the ability to conduct stream assessments using California's Rapid Assessment Methodology for riparian plant assessment. The firm should have capacity to store and archive identified organisms on behalf of the District for a period of not less than three years from the date that all QA steps are completed. The firm should provide a description of any exceptions to these analyses and any proposed equivalent alternatives, as

[1] Example – Where bacteria samples have an 8-hours holding time, the field team must deliver to laboratory within the first 6 hours to leave adequate time for laboratory sample processing and analysis.

appropriate. Include Table F-4 within Section 1 of your Service Category Qualifications PDF (see RFQ Section VI.C for more info). Bioassessment activities include collection of freshwater benthic macroinvertebrates and requires a General Use Fish & Wildlife Scientific Collecting Permit. Additionally, it is preferred that the firm has participated in a recent field intercalibration such as the annual SMC event or similar audit process by SCCWRP, CDFW or equivalent.

Task F.5 Laboratory Analysis

Firms proposing to provide support to the District and/or the Permittees' monitoring programs must be in sufficient proximity to comply with minimum programmatic hold-time requirements for sample processing[2], and must be available to flexibly provide analytical services outside normal business hours. It is preferred that firms proposing to provide lab analysis services, in support of the District and/or Permittees' monitoring requirements, have:

- Appropriate Certifications (ELAP, NELAP and/or other EPA/RWQCB/MS4 Permit required certifications, including bioassessment taxonomy certifications).
- Stormwater Monitoring Coalition (SMC) Lab Intercalibration participation or certification for chemistry and toxicity (as appropriate).
- Ability to produce SWAMP-compatible reports for CEDEN upload (paper and electronic).
- Additional technique specific certifications for innovative analysis methods (e.g., PCR, coliphage, etc.). In addition, firms should demonstrate qualifications and experience in one or more of the types of analyses listed below. Specific analyses capabilities should be submitted with the qualification package. All sample handling, storage, and analysis will be in accordance with 40 CFR Part 136 (latest edition) "Guidelines Establishing Test Procedures for the Analysis of Pollutants", guidance developed by the State Water Resources Control Board (SWRCB) pursuant to Water Code Section 13383.5, or other methods more sensitive than those specified in 40 CFR 136. Analytical methods should comply with the Stormwater Ambient Monitoring Program (SWAMP) "MethodLookUp", list (http://ceden.org/CEDEN_Checker/Checker/DisplayCEDENLookUp.php?List=MethodLookUp) if appropriate. Analysis results and reporting should comply with the State Water Resources Control Board (SWRCB) Minimum Levels (MLs) and/or Stormwater Ambient Monitoring Program (SWAMP) Target Reporting Limits.

Chemical Analyses

The firm should have the ability to analyze an array of water quality constituents. The firm should confirm they can perform the types of suites listed below in Table F-2. For a complete list of individual constituents refer to Table 6-2: Master List of Analytical Constituents within the QAPP, Volume II of the Consolidated Monitoring Plan available online (https://rcwatershed.org/programs/monitoring). Additional information may be requested to consider On-Call List qualification. Test matrices include both water and sediment. Include Table F-2 within Section 1 of your Service Category Qualifications PDF (See RFQ Section VI.C for more info).

[2] Example – Where bacteria samples have an 8-hours holding time, the field team may deliver samples within the first six hours leaving only two hours for laboratory processing and analysis.

Table F-2
CHEMICAL ANALYSIS

Constituent *(Method must be most up to date and approved. Alternatives must be SWAMP equivalent)*	Completed by Your Lab	Completed by Sub
CHEMICAL ANALYSIS *(See Table 6-2 of the QAPP, CMP Vol II for list of all individual analytes)*		
Metals and Metalloids (Total and Dissolved)	☐	☐
Volatile Organic Compounds (VOCs)	☐	☐
Semi-Volatile Organic Compounds (SVOCs)	☐	☐
Polyaromatic Hydrocarbons (PAHs)	☐	☐
Organochlorine Pesticides	☐	☐
Polychlorinated Biphenyls (PCBs)	☐	☐
Organo-Phosphorus Pesticides	☐	☐
Carbamates	☐	☐
Pyrethroid Pesticides	☐	☐
Herbicides and Surfactant Products (i.e., MBAS, Glyphosate, Imazamox, etc.)	☐	☐
Asbestos	☐	☐
2, 3, 7, 8-TCDD (Dioxin)	☐	☐
Cyanide, total	☐	☐
Phenols, total	☐	☐
Ethylene-glycol	☐	☐
Bacterial Indicators (i.e., *E. coli*, Fecal Coliform, Total Coliform, *Enterococcus* and Fecal Streptococci)	☐	☐
Conventional Analytes (i.e., COD, BOD, TSS, TDS, Color, Sulfate, etc.)	☐	☐
Nutrients (i.e., Nitrogen, Inorganic Nitrogen, Nitrate, Nitrite, Total Kjeldahl Nitrogen, Phosphorus, Phosphate, Ortho-Phosphorus, Sulfate, etc.)	☐	☐
Hydrocarbons (i.e., TPH, Oil and Grease, Gasoline Range, Diesel Range, etc.)	☐	☐

Toxicological Analyses

The firm should have the ability to conduct whole effluent acute and chronic toxicity (WET) testing utilizing an array of organisms, including, but not limited to, *Raphidocelis subcapitata (*formerly named *Pseudokirchneriella subcapitata*, and *Selenastrum capricornutum*), *Hyalella Azteca*, *Pimephales promelas*, *Stronglocentrotus purpuratus* and *Ceriodaphnia dubia*. Test matrices should include both water and sediment, as appropriate. All tests must pass USEPA test acceptability criteria and should be in conformance with the California Statewide Aquatic Toxicity Provisions, including results that can be statistically analyzed by the Test of Significant Toxicity (TST). Reports must include the statistical results and a written summary with an explanation of any QA issues regarding that data. For a complete list of individual constituents refer to Table 6-2: Master List of Analytical Constituents within the QAPP, Volume II of the Consolidated Monitoring Plan available online (https://rcwatershed.org/programs/monitoring). The firm should confirm which toxicological analysis they can perform and provide a description of any exceptions to these analyses or proposed equivalent alternatives, as

appropriate. Include Table F-3 within Section 1 of your Service Category Qualifications PDF (see RFQ Section VI.C for more info).

Table F-3
TOXICOLOGICAL ANALYSES

Constituent	Completed by Your Lab	Completed by Sub
Ceriodaphnia, 96-hr acute	☐	☐
Ceriodaphnia, 7-d chronic	☐	☐
Hyalella Azteca, 96-hr acute	☐	☐
Hyalella Azteca, 10-d chronic	☐	☐
Raphidocelis subcapitata, 96-hr chronic (formerly named Pseudokirchneriella subcapitata and Selenastrum, capricornutum)	☐	☐
Pimephales premelas (Fathead Minnow), 96-hr acute	☐	☐
Pimephales premelas (Fathead Minnow), 7-d chronic	☐	☐
Strongylocentrotus purpuratus (purple sea urchin embryo), chronic	☐	☐

Biological Analyses
The firm should have the ability to conduct biological analyses, including analysis of macroinvertebrate taxonomic composition, algal taxonomic composition (diatoms and soft algae), and algal biomass (ash-free dry mass and chlorophyll-a). Samples of benthic macroinvertebrates will be sorted and identified to Standard Taxonomic Level II, as determined by the SAFIT Standard Taxonomic Effort (unless otherwise specified). The firm should provide a description of any exceptions to these analyses and any proposed equivalent alternatives, as appropriate. Include Table F-4 within Section 1 of your Service Category Qualifications PDF (see RFQ Section VI.C for more info).

Table F-4
BIOLOGICAL ANALYSES

Constituent	Completed by Your Lab	Completed by Sub
Algal Taxonomic Composition	☐	☐
Ash-Free Dry Mass	☐	☐
Chlorophyll-a	☐	☐
Macroinvertebrate Taxonomic Composition	☐	☐

Genetic Analyses
The firm should have the ability to conduct polymerase chain reaction (PCR), quantitative PCR (qPCR), and/or digital PCR (dPCR) analyses, including the most up to date approved EPA methods such as U.S. EPA Method 1696 for HF183, however, they are not required. Additional genetic analyses methodologies may also be considered, as well as coliphage analyses. Include Table F-5 within Section 1 of your Service Category Qualifications PDF (see RFQ Section VI.C for more info).

Table F-5
GENETIC ANALYSES

Constituent	Completed by Your Lab	Completed by Sub
Genetic Analysis (e.g., qPCR, dPCR or other)	☐	☐

Task F.6 Stormwater Capture, Watershed Management Planning and Water Conservation

Firms proposing to provide stormwater capture, watershed management planning, and water conservation services should demonstrate knowledge and experience in preparation and/or update of watershed management and water quality improvement plans, watershed infiltration or hydromodification management plans, integrated regional water management planning, stormwater management plans, and others as needed.

Stormwater Capture and Watershed Management Planning

May include efforts such as, but not limited to:

- Preparation of watershed management, water quality improvement, integrated regional water management and stormwater management plans;
- Preparation of GIS layers, applications and mapping and other graphical support;
- Preparation and processing of regulatory permits and CEQA/NEPA documentation;
- Preparation and implementation of human fecal indicator bacteria investigation and abatement plans;
- Assistance with watershed stakeholder meeting facilitation and support, including public and community outreach and community meetings;
- Assistance with the design and development of green infrastructure and regional structural projects that include, but are not limited to, stormwater capture, diversion facilities, stormwater capture and reuse, green streets, hydromodification site design BMP's and stream rehabilitation;
- Preparation of feasibility studies for green infrastructure and regional stormwater capture projects;
- Preparation of cost-benefit analyses and exploration of funding mechanisms, including grants, public private partnerships, and development of fee structures;
- Development and maintenance of web-based platforms used for the inventory and assessment of water quality data, hydrologic data and BMP assets;
- Development and use of water quality models, including Reasonable Assurance Analyses; and
- Development and implementation of incentive-based pollutant load reduction programs.

Water Conservation Planning and Design Support

May include efforts such as, but not limited to, providing water conservation planning services for stormwater facilities such as open channels, basins, dams and similar infrastructure; water conservation planning may include evaluation of stormwater capture, dry weather runoff capture, artificial recharge, or other water sources withing existing or proposed District facilities; setting appropriate regional water conservation goals based on quantitative and qualitative evaluation of local groundwater basin master plans, salt and nutrient management plans, urban water management plans or other appropriate planning studies or groundwater investigations; development of criteria to assist in establishing priorities for individual water conservation projects, including consideration of water resource needs, multipurpose opportunities water rights considerations, and other opportunities constraints that should be assessed when considering water conservation projects; preparation of planning reports, plans and specifications, and cost estimates for various water conservation projects and applying for and managing water conservation grants.

Hydrologic and Hydrogeologic Investigations

May include efforts such as, but not limited to, conducting hydrologic and hydrogeologic investigations of potential recharge sites. These would include field investigations and hydraulic and geotechnical analyses necessary to characterize recharge potential of existing and future project sites; evaluating the potential for groundwater mounding and its potential impacts on recharge volumes; assessing ambient groundwater quality and potential recharge source war quality to determine potential constraints and opportunities for recharge; performing cone penetration tests, solid borings (including soil sampling), infiltrometer testing, and long-term pilot percolation tests using ASTM or other appropriate stands for such work.

Task F.7 Emergency Post Fire Sediment Monitoring

When wildfires impact the drainage areas served by District facilities (i.e., District owned and operated basins, channels, supporting infrastructure, and rights of way, etc.) the facilities may receive abnormally high sediment loads during subsequent storm events that can impact the facilities' primary functions. To mitigate these impacts, the District implements maintenance to remove sediment and to restore capacity and function. The material from sediment removal activities needs to be transferred to a receiving facility, such as sanitary landfills, publicly

owned properties and private properties. Firms proposing to provide support to the District and/or the Permittees' emergency sediment monitoring program must demonstrate qualifications and experience in the following Tasks:

Monitoring Support, Design and Coordination

Prepare and develop post-fire sediment monitoring programs; sampling design, analysis lists, and waste/sediment characterization plans; performing sediment quality monitoring, sampling event coordination, prepare sediment samples and expedited transport to certified contracted laboratory for sediment quality analysis; conduct desktop and field reconnaissance for project sampling locations; perform on-site air quality monitoring; if requested; procure access permits and/or other related special permits. Firms shall have an understanding of sediment collection procedures and processing consistent with USEPA, state, local and private industry guidance or requirements, as well as understand requirements pursuant to Waste Acceptance Plans required by waste receiving facilities. Firms should be available on short notice (within 24 hours) to assess and respond to emergency soils monitoring work in support of District emergency maintenance activities.

Sediment Monitoring Analysis

The firm should confirm they can perform expedited services for the appropriate types of soil analysis (e.g., CCR Title 22 Total Threshold Concentrations (TTLC) and Soluble Threshold Limit Concentration (STLC) values, EPA Toxicity Characteristic Leaching Procedure (TCLP) values, pH and Specific Conductance, and Regional Screening Levels (RSLs)) or other appropriate analysis as requested by waste acceptance facility.

Application Support, Assessment and Reporting

The firm should have the ability to produce professional documentation, exhibits, GIS data, and maps; compile analytical data to District standards and specifications such as sampling event status reports and field data sheets; prepare technical monitoring memorandums in accordance with any private, local or State and/or waste acceptance requirements; prepare waste generator profile application and other acceptance facility documentation; provide expertise in support of negotiations relevant to monitoring requirements; assist with sediment waste disposal pricing and negotiations; advise the District on sediment contamination management and alternative disposal methods; conduct statistical and/or other computational post-fire data analyses supplemental to monitoring data; and provide quality control/quality assurance of analytical results. At the request of the District, firms may provide presentations and/or trainings related to post-fire monitoring topics and prepare of post-fire special studies regarding impacts to MS4 facilities or the environment and may prepare post-fire technical reports to support MS4 reporting.

ATTACHMENT B
SCOPE OF SERVICES

Service Category N. LAND SURVEYING SERVICES

Task N.1 Field Surveying

Firms responding to this Task must demonstrate knowledge and experience providing field surveying services for a variety of projects. Technical proficiency in modern survey equipment and techniques shall be demonstrated. All work shall be performed under the direction of a licensed land surveyor in accordance with the Professional Land Surveyors Act, Chapter 15, Article 3, Section 8726; and/or a licensed engineer authorized to do Land Survey work that is registered with the State of California under Section 8731 of the aforementioned Act; and in accordance with the District's policies/procedures. Requirements for this task will include:

- Provide control surveys with ties to project specific CORS or other primary control, and detailed accuracy statements conforming to FGDC standards;
- Provide boundary survey field work. Deliverables shall include field notes and monument documentation, and adjusted coordinates (with accuracy reports) of found monuments. Adjusted coordinates must meet the 2cm at 95% confidence accuracy standard;
- Provide manual topographical mapping using a variety of tools including total stations, GNSS/RTK, and LiDAR scanners. Accuracy reporting and checks must be provided and shall meet current mapping standards;
- Provide measurements and documentation of flood control, sewer and stormwater facilities; and
- Deformation monitoring surveys to District standards. This shall include static GNSS measurements, total station measurements and digital level measurements.

Consultants shall identify the equipment to be used, as well as the qualifications of the survey crews performing these tasks.

Task N.2 Data Processing

Firms responding to this Task must demonstrate knowledge and experience providing survey measurement data analysis and processing, including the reduction of RTK/PPK/Static GNSS data, total station measurements, terrestrial LiDAR and leveling data. Said firms must also have the capability to provide mapping data reduction of manually collected measurement data and/or point cloud data into a mapping surface product that meets the District's Surveying and Mapping Division standards. All mapping data shall be delivered in Autodesk formats, and processing and adjustment data are to be performed and delivered in Trimble Business Center.

Task N.3 ROW Engineering

This sub-task may be performed directly by your firm and includes providing land surveying services which shall comply with the Professional Land Surveyors Act and District's Surveying and Mapping Division standards. Tasks may include, but are not limited to, the preparation of Land Net Mapping, Base Mapping, Corner Records, Legal and Plats, Records of Surveys, Mapping Easements, Prior Rights Analysis, etc. All mapping shall be in an Autodesk compatible product format.

Task N.4 Utility Location

Firms responding to this Task must demonstrate knowledge and experience locating and tracing surface and subsurface utilities. Tasks may include acquiring utility plans, delineating utilities at the job site, and/or providing a digital mapping file in an Autodesk compatible format. All measured locations will be delivered in the coordinate system, datum, epoch, and units specified by the District. CAD deliverables must be formatted for compatibility with the District template.

Consultants shall identify the equipment to be utilized and provide examples of projects completed relevant to this task.

ATTACHMENT C

TASK ORDER APPROVAL

CONSULTANT: **COMPANY NAME (bold)**

PROJECT NAME: **@ (bold)**

The Scope of Services for this Task Order No.__, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, shall constitute an approved Task Order pursuant to the Agreement between DISTRICT and CONSULTANT dated _____ ("AGREEMENT"). CONSULTANT agrees to perform the services described in Exhibit "A", within the time set forth in the Project Schedule as described in Exhibit "B" attached hereto and incorporated herein, for a fee amount of $_____, unless otherwise modified by DISTRICT's Project Manager in a subsequent Task Order Approval Form. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "C" and incorporated herein by this reference.

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

Dated _____
(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