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

ITEM: 14.5
(ID # 30465)
MEETING DATE:
Tuesday, June 02, 2026

FROM : FLOOD CONTROL DISTRICT

SUBJECT: FLOOD CONTROL DISTRICT: Approve the Riverside County Flood Control and Water Conservation District's 2026 On-Call Professional Services Providers List, Fiscal Limits and Associated On-Call Professional Services Agreements Between the Riverside County Flood Control and Water Conservation District and the 78 Service Providers, Five Years Plus One Year Contingency, All Districts. [$35,700,000 Total – District Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Riverside County Flood Control and Water Conservation District's 2026 On-Call Professional Services Providers List (Attachment "A") for Fiscal Years ("FY") 2026/2027 through 2030/2031;
2. Approve the cumulative On-Call Professional Services fiscal appropriation limits set forth herein (see Financial Data);
3. Approve 78 On-Call Professional Services Agreements between the Riverside County Flood Control and Water Conservation District ("District") and the selected On-Call Service Providers ("Service Providers") listed on Attachment A for five years plus a one-year contingency period to complete any outstanding task orders issued during the five-year term in the amounts specified in Attachment A;

Continued on page 2
ACTION:Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 5/18/2026

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Medina, seconded by Supervisor Gutierrez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:	Medina, Spiegel, Washington, Perez, and Gutierrez
Nays:	None
Absent:	None
Date:	June 2, 2026
xc:	Flood

Kimberly A. Rector
Clerk of the Board
By: _____
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

4. Authorize the Chair of the District's Board of Supervisors to execute the On-Call Professional Services Agreement ("Agreement") documents on behalf of the District;
5. Authorize the General Manager-Chief Engineer or designee to take all necessary steps to implement the Agreements, including, but not limited to, negotiating, approving and executing any non-substantive amendments and any assignment and assumption associated with change of ownership of the company, subject to approval by County Counsel;
6. Authorize the District's General Manager-Chief Engineer to terminate the Agreements in accordance with the terms and conditions in the Agreements;
7. Direct the Purchasing Agent to issue Purchase Orders to the Service Providers for professional services up to the total amount of each Agreement as listed on Attachment A; and
8. Direct the Clerk of the Board to return two executed Agreements for each Service Provider to the District.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$0	$10,710,000	$35,700,000	$0
NET COUNTY COST	$0	$0	$0	$0
SOURCE OF FUNDS: See Additional Fiscal Information			**Budget Adjustment:** No	
			For Fiscal Year: 26/27–30/31	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The District relies upon professional service firms to furnish critically important engineering/consulting/environmental services to augment the District's in-house technical capabilities and capacity. Historically, the District's Board of Supervisors has approved dozens of multi-year on-call service contracts to support the District's ongoing programs such as Capital Improvements, Construction Management, NPDES Compliance, Floodplain Management, Environmental and Regulatory Compliance, Development Review/Plan Check Services, Hydrology and Hydraulics, Public Education, Photogrammetry Aerial and Real Estate Services.

Managing multiple service provider lists and multiple contracts with individual firms was costly and administratively burdensome for both the District and the subject firms. In an effort to improve overall efficiency and reduce overhead, the District proposed to streamline its contracting process by consolidating its roster of pre-qualified service providers into a single on-call list in 2015. Further, to reduce delays in initiating time sensitive projects, the District entered into up-front task order based agreements with each selected service provider. The

Board approved that first on-call list of providers and associated task order based agreements on July 21, 2015, and it has had the desired effect on timeliness, efficiency and overhead.

The District's existing April 26, 2022 service provider on-call list and associated agreements expire on June 30, 2026. The District is now proposing to establish a new on-call list and task order based agreements using the same process developed in 2015 and used as part of the on-call list currently in place. The process is summarized below:

On July 29, 2025, the District advertised a single Request for Qualifications ("RFQ") with the intent of establishing a single list of pre-qualified service providers ("On-Call List") covering 14 major service categories. The primary purpose of establishing a single On-Call List is to expedite access to supplemental engineering services and specialized technical expertise necessary to support the District's programs while minimizing the administrative burdens associated with managing multiple contracts with various individual service providers. A Notice of Availability of the RFQ was published in the Press Enterprise, the Orange County Register, the Inland Valley Bulletin, the San Bernardino Sun, the Desert Sun and the San Diego Union Tribune on July 30, 2025, August 13, 2025 and September 10, 2025. The RFQ was also made available to the public on the District's website on July 29, 2025.

In response to the RFQ, 116 firms submitted a Statement of Qualifications ("SOQ") pertaining to one or more of the following service categories:

- Hydrology and Hydraulic Engineering
- Structural Design
- Construction Oversight and Management
- Geotechnical Engineering and Potholing
- CEQA and Environmental Compliance
- Watershed Protection Programs
- Development Review/Plan Check
- Public Education, Marketing and Communication Services
- Photogrammetry Aerial Flights
- Real Estate Services
- CIP Implementation
- Operations and Maintenance (Hazardous Waste and Homeless Encampment Clean-up)
- Grant Writing Services
- Land Surveying

The District established a separate review committee for each of the 14 major service categories listed above. Each review committee was comprised of District representatives who have expertise in the subject matter. Each of the SOQs was evaluated relative to the following criteria:

- Personnel, Technical Competence and Qualifications

- Relevant Experience and Past Performance
- Location/Local Experience

Based on the SOQ review process, a total of 78 firms are recommended for inclusion on the District's 2026 On-Call Professional Services Providers List. The approved service categories for each On-Call Professional Service Provider are contained in Attachment A.

Agreements are between the District and the selected Service Providers. Each Agreement stipulates a specific "not-to-exceed" amount for the entire five-year term of the contract. The "not-to-exceed" amounts (Five-Year Contract Capacity) for each firm are also listed on Attachment A. The aggregate appropriation (i.e., expenditures) for these contracts are further bound by the lower of the District's approved Budget for each FY and the fiscal limits shown in the Financial Data fields above.

Once a contract is approved, the District will have the ability, but is under no obligation, to issue one or more task orders to utilize the firm's services on an as-needed basis. The term of the task order issuance remains at five years and will not be initiated after June 30, 2031. However, firms will have until June 30, 2032 to complete work under task orders executed prior to June 30, 2031.

County Counsel has approved the Agreements as to legal form, and the Service Providers have executed the Agreements.

Task Order Procurement Exceeding Higher Value

For task orders with an anticipated cost exceeding $100,000, the District applies different procurement procedures depending on the nature of the service being authorized, consistent with qualifications-based selection principles applicable to professional services under Public Contract Code Section 4525 et seq.

Some task orders involve defined, project-specific scopes of work with discrete deliverables (such as design services, studies or capital improvement support). For these task orders, the District shall seek proposals from at least three of the pre-qualified firms listed on Attachment A prior to task order issuance.

Other task orders do not involve a discrete project scope or defined deliverables at the time of assignment. These include post-fire hazard mitigation and monitoring, National Flood Insurance Program audit support, construction inspection, development plan check services, hazardous waste disposal, emergency spill response, monitoring field work, laboratory analysis, public education services, environmental document plan check services, grant services or other similar recurring on-demand services. These services are performed on a time-and-materials basis across multiple projects and were vetted through the RFQ process based on overall qualifications, experience, staffing capacity and technical competence of the firm for the applicable service category. Task orders for these services function as standing authorizations to perform work as needs arise.

For task orders exceeding $100,000 that fall into this latter category, the District may assign work directly to a pre-qualified firm based on qualifications, technical expertise, availability and continuity of services. The determination of whether a task order constitutes a project-specific scope or a recurring service authorization shall be documented in the task order.

Impact on Residents and Businesses

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

Additional Fiscal Information

The services provided pursuant to these Agreements will be paid for by a number of existing District revenue sources, including ad-valorem property tax revenue; the District's existing Benefit Assessments for the Santa Ana, Santa Margarita and Whitewater watersheds; contributions from other agencies; and fee for service revenue. No new taxes, fees or assessments are needed to pay for these services. Percentage of funds will be further determined upon services provided.

Sufficient funding is included in the District's budget for FY 2026/2027. Appropriate amounts will be included in the proposed budgets for FY 2027/2028, 2028/2029, 2029/2030 and 2030/2031.

SOURCE OF FUNDS:

25180 947540 525440 NPDES Whitewater Assessment
25190 947560 525440 NPDES Santa Ana Assessment
25200 947580 525440 NPDES Santa Margarita Assessment
25110 947400 525440 Zone 1 Professional Services
25120 947420 525440 Zone 2 Professional Services
25130 947440 525440 Zone 3 Professional Services
25140 947460 525440 Zone 4 Professional Services
25150 947480 525440 Zone 5 Professional Services
25160 947500 525440 Zone 6 Professional Services
25170 947520 525440 Zone 7 Professional Services
40660 947140 524820 Subdivision Operations
40670 947160 524820 Encroachment Permits
15000 947180 525440 Special Accounting

Please see Additional Fiscal Information for distribution.

Contract History and Price Reasonableness

On July 21, 2015 [Agenda Item No. 11.4] and September 1, 2015 [Agenda Item No. 11.10], the District's Board of Supervisors approved the District's 2015 On-Call Service Providers list covering a total of 63 firms. On June 12, 2018 [Agenda Item No. 11.1], the District's Board of Supervisors approved the District's 2018 On-Call Service Providers list covering a total of 58 firms. On April 26, 2022 [Agenda Item No. 11.2], the District's Board of Supervisors approved the District's 2022 On-Call Service Providers list covering a total of 61 firms. Consolidating the District's On-Call Service Providers lists has improved administrative efficiency and public transparency. Billing rates will be established prior to the issuance of a task order and will be within the range of acceptable industry practice for the type of services being provided.

ATTACHMENTS:

Attachment A – 2026 On-Call Service Providers List
Attachment B – On-Call Professional Services Agreements

AMR:blj
P8/269143

Melissa Curtis
Melissa Curtis, Deputy Director of Purchasing and Fleet 5/19/2026

Douglas Ordonez Jr. 5/28/2026

Aaron Gettis
Aaron Gettis, Chief Deputy County Counsel 5/28/2026

Consultants	Sent AATF	Consultants2	Sent AATF2
Action Research	5/5	Jacobs Project Management Co.	5/5
AECOM Technical Services, Inc.	5/14	JE Fuller Hydrology and Geomorphology, Inc.	5/5
AirX Utility Surveyors, Inc.	5/14	JLC Engineering & Consulting, Inc.	5/5
Albert A. Webb Associates	5/5	Keystone Aerial Surveys, Inc.	5/5
Aragon Geotechnical, Inc.	5/5	Kleinfelder, Inc.	5/14
AtkinsRealis USA Inc.	5/7	Larry Walker Associates	5/5
Babcock Labpratories, Inc.	5/7	Lawyers Title Company	5/14
Bender Rosenthal, Inc.	5/7	LOR Geotechnical Group, Inc.	5/5
Blackburn Consulting	5/14	MCY Consulting Inc.	5/5
Burke, Williams & Sorensen, LLP	5/14	Meyers Nave, a Professional Corporation	5/14
Casc Engineering and Consulting, Inc.	5/5	Michael Baker International, Inc.	5/5
Certerra Subsurface Imaging, Inc.	5/7	MLA Green, Inc. (dba Studio-MLA)	5/7
Clean Harbors Environmental Services, Inc.	5/7	MNS Engineers, Inc.	5/7
Cogito Realty Partners LLC	5/14	Murphy & Evertz LLP	5/5
Craftwater Engineering, Inc.	5/5	NV5 Inc	5/5
CValdo Corporation	5/7	Pacific Advanced Civil Engineering, Inc. (PACE)	5/7
CWE	5/7	Psomas	5/7
Digital Mapping, Inc.	5/5	Proactive Engineering Conulstants, Inc. (dba Q3 Consulting)	5/5
Dokken Engineering, Inc.	5/7	R. P. Laurain and Associates, Inc.	5/7
Dudek	5/5	Recon Environmental, Inc.	5/5
Earth Systems Pacific	5/7	NRC Environmental Services Inc	5/7
ECORP Consulting, Inc.	5/7	Glenn A. Rick Engineering and Development Co.	5/7
ELMT Consulting, Inc.	5/7	Riggs & Riggs, Inc.	5/7
Engineering Resources of Southern California, Inc.	5/5	Rincon Consultants, Inc.	5/7
Environment Planning Development Solutions, Inc.	5/7	S. Groner Associates, Inc.	5/5
Epic Land Solutions, Inc.	5/7	Santa Ana Watershed Association	5/7
FALCON (CHA CONSULTING, INC)	5/5	Santolucito Dore Group Inc	5/7
GEI Consultants, Inc.	5/7	Stantec Consulting Services Inc	5/14
Geocon West, Inc.	5/5	SWCA, Incorporated (dba SWCA Environmental Consultants)	5/5
Geospatial Professional Solutions, Inc. (GPSi)	5/5	Tetra Tech, Inc.	5/7
Geosyntec Consultants, Inc.	5/5	TKE Engineering, Inc.	5/7
GHD Inc.	5/7	TYPSA, Inc.	5/7
GUIDA	5/5	Ultrasystems Environmental Incorporated	5/5
Harris & Associates, Inc.	5/5	Underground Solutions, Inc.	5/7
HEC Inc. dba Hayward Environmental	5/7	West Consultants, Inc.	5/7
HELIX Environmental Planning, Inc.	5/5	Westland group, Inc.	5/7
Huitt-Zollars, Inc.	5/7	WFG National Title Company of California	5/7
Inland Foundation Engineering, Inc.	5/5	WSP USA Inc.	5/7
Interwest Consulting Group, Inc.	5/7	Z & K Consultants, Inc.	5/7

LEGEND
Completed
Unsent
Newly Sent

Consultants	Sent AATF	Consultants2	Sent AATF2
Action Research	5/5	Jacobs Project Management Co.	5/5
AECOM Technical Services, Inc.		JE Fuller Hydrology and Geomorphology, Inc.	5/5
AirX Utility Surveyors, Inc.		JLC Engineering & Consulting, Inc.	5/5
Albert A. Webb Associates	5/5	Keystone Aerial Surveys, Inc.	5/5
Aragon Geotechnical, Inc.	5/5	Kleinfelder, Inc.	
AtkinsRealis USA Inc.	5/7	Larry Walker Associates	5/5
Babcock Labpratories, Inc.	5/7	Lawyers Title Company	
Bender Rosenthal, Inc.	5/7	LOR Geotechnical Group, Inc.	5/5
Blackburn Consulting		MCY Consulting Inc.	5/5
Burke, Williams & Sorensen, LLP		Meyers Nave, a Professional Corporation	
Casc Engineering and Consulting, Inc.	5/5	Michael Baker International, Inc.	5/5
Certerra Subsurface Imaging, Inc.	5/7	MLA Green, Inc. (dba Studio-MLA)	5/7
Clean Harbors Environmental Services, Inc.	5/7	MNS Engineers, Inc.	5/7
Cogito Realty Partners LLC		Murphy & Evertz LLP	5/5
Craftwater Engineering, Inc.	5/5	NV5 Inc	5/5
CValdo Corporation	5/7	Pacific Advanced Civil Engineering, Inc. (PACE)	5/7
CWE	5/7	Psomas	5/7
Digital Mapping, Inc.	5/5	Proactive Engineering Conulstants, Inc. (dba Q3 Consulting)	5/5
Dokken Engineering, Inc.	5/7	R. P. Laurain and Associates, Inc.	5/7
Dudek	5/5	Recon Environmental, Inc.	5/5
Earth Systems Pacific	5/7	NRC Environmental Services Inc	5/7
ECORP Consulting, Inc.	5/7	Glenn A. Rick Engineering and Development Co.	5/7
ELMT Consulting, Inc.	5/7	Riggs & Riggs, Inc.	5/7
Engineering Resources of Southern California, Inc.	5/5	Rincon Consultants, Inc.	5/7
Environment Planning Development Solutions, Inc.	5/7	S. Groner Associates, Inc.	5/5
Epic Land Solutions, Inc.	5/7	Santa Ana Watershed Association	5/7
FALCON (CHA CONSULTING, INC)	5/5	Santolucito Dore Group Inc	5/7
GEI Consultants, Inc.	5/7	Stantec Consulting Services Inc	
Geocon West, Inc.	5/5	SWCA, Incorporated (dba SWCA Environmental Consultants)	5/5
Geospatial Professional Solutions, Inc. (GPSi)	5/5	Tetra Tech, Inc.	5/7
Geosyntec Consultants, Inc.	5/5	TKE Engineering, Inc.	5/7
GHD Inc.	5/7	TYPSA, Inc.	5/7
GUIDA	5/5	Ultrasystems Environmental Incorporated	5/5
Harris & Associates, Inc.	5/5	Underground Solutions, Inc.	5/7
HEC Inc. dba Hayward Environmental	5/7	West Consultants, Inc.	5/7
HELIX Environmental Planning, Inc.	5/5	Westland group, Inc.	5/7
Huitt-Zollars, Inc.	5/7	WFG National Title Company of California	5/7
Inland Foundation Engineering, Inc.	5/5	WSP USA Inc.	5/7
Interwest Consulting Group, Inc.	5/7	Z & K Consultants, Inc.	5/7

LEGEND
Completed
Unsent
Newly Sent

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 ACTION RESEARCH, 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

ACTION RESEARCH
3630 Ocean Ranch Boulevard
Oceanside, CA 92056
Attn: Jennifer J. Tabanico

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 Action Research
FY 2026-27 to FY 2030-31
04/13/26
RM:blj

JUN 0 2 2026 14.5

ACTION RESEARCH, a California corporation

JENNIFER J. TABANICO
President

Consulting Services Agreement with Action Research
FY 2026-27 to FY 2030-31
04/13/26
RM:blj

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 AECOM TECHNICAL SERVICES, 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 B, C, D and K, 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 One Million Five Hundred Thousand ($1,500,000) 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

AECOM TECHNICAL
SERVICES, INC.
3500 Porsche Way, Suite 300
Ontario, CA 91764
Attn: Jimmy Medellin

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 AECOM Technical Services, Inc.
FY 2026-27 to FY 2030-31
04/13/26
RM:blj

JUN 0 2 2026 14.5

AECOM TECHNICAL SERVICES, INC.
a California corporation

STEVE M. FITZWILLIAM
Associate VP | Principal Geotechnical Engineer

Consulting Services Agreement with AECOM Technical Services, Inc.
FY 2026-27 to FY 2030-31
04/13/26
RM:blj

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 A

SERVICE CATEGORY CHECKLIST
GEOTECHNICAL AND POTHOLING

	TASK
D.1	Subsurface Soils Investigation and Engineering Analysis
D.2	Dam/Levee Design and Rehabilitation
D.3	Potholing and Utility Location

ATTACHMENT A

SERVICE CATEGORY CHECKLIST
CIP IMPLEMENTATION

	TASK
1	CIP Project Management
2	Design of Flood Control Facilities (Full Plans Specifications and Estimates)
	A1) General Civil Design
	A2) Hydrology and Hydraulic design of Flood Control Facilities
	B) Geotechnical Engineering
	C) Structural Engineering
	D) Utility Relocation Design
	E) Street Improvement and Traffic Handling Design
	F) Surveying / Topographic Mapping
	G) Drafting / Plan Production
	H) Specifications and Estimates
3	Project Charter / Preliminary Design Report

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 B
SCOPE OF SERVICES

Service Category D. GEOTECHNICAL AND POTHOLING

Task D.1 Subsurface Soils Investigation and Engineering Analysis

Firms responding to this Task must demonstrate relevant experience and appropriate licensure/certifications for providing the following types of Geotechnical Engineering Services, including performance of any necessary field investigations and lab testing that may be required to support design of flood control facilities.

Field Investigations and Engineering Recommendations for:

- Grading and site clearing that may be necessary for the construction of the Project
- Excavation and Rip ability
- Seismic Refraction Survey
- Potential Groundwater Impacts for the Project
- Allowable Bearing Capacity and Foundation Preparation/Ground Improvement
- Flexible and Rigid Pavement Design
- Unit weight for compacted fill
- Moisture content necessary to use excavated soils in Compacted Fill
- Soil classification and physical properties
- Lateral Earth Pressure for design or analysis of Earth Retaining Structures
- Maximum Modulus of Subgrade Reaction
- Slope Stability and Protection
- Seismic Stability and Liquefaction
- Seepage analysis
- Open and Braced Excavation (Shallow/Deep)
- Infiltration feasibility
- Corrosivity

Task D.2 Dam/Levee Design and Rehabilitation

The District is seeking firms with experience and qualifications in designing new Dams/Levees, as well as rehabilitating existing Dams/Levees.

Firms responding to this Task must demonstrate relevant experience and appropriate licensure for the types of work described below:

Most dams will be under the jurisdiction of California Department of Water Resources, Division of Safety of Dams (DSOD), thus, experience working with DSOD is desired. The consultant will be expected to lead a multidisciplinary team to perform work such as feasibility studies, site reconnaissance, and geotechnical/geologic investigations, seismic and stability analysis, embankment material sourcing and selection, seepage analyses, and mitigation, filter design, spillway and outlet works design, and analysis and mitigation of potential failure modes. The consultant may also be tasked to review, study, and analyze existing dams and provide recommendations and construction plans for rehabilitation measures.

With regard to levees, the consultant must have demonstrated experience in the design of earthen levees, slope protection, scour/toe protection, foundation requirements, embankment material, seepage analysis, slope stability, settlement analyses, levee transitions, etc. and design such structures to meet FEMA criteria. The consultant may also be tasked to investigate existing levees and prepare a report of the findings with recommendations for rehabilitation.

Task D.3 Potholing and Utility Location

Firms responding to this Task shall demonstrate relevant experience, licensure, and certifications for providing Underground Utility Potholing Services for District Capital Improvement Projects, including all of the following:

- Coordination with each of the utility companies, such as verifying utility type and material, ensuring protection of the utility during potholing, etc.;
- Secure any required encroachment permits, including design and implementation of any necessary temporary traffic controls as may be required by the local agency;
- Performance of air vacuum excavation "Air Knife" pothole technology or other appropriate investigative methods;
- Detailed reports, including ALL of the following:
  - Size and dimensions of utility and/or encasement;
  - Type and material of utility;
  - Depth to top and bottom of utility;
  - Digital photographs of utility;
  - Thickness and type of all paving materials; and
  - Additional conflicts/observations such as previously unidentified utilities, unusual subsurface conditions, utility encasements, etc.
- Traffic control approved by local or State transportation agency; and
- Restoration of the property, pavement, landscaping, etc. following potholing.

ATTACHMENT B
SCOPE OF SERVICES

Service Category K. CAPITAL IMPROVEMENT PLAN MANAGEMENT

Task K.1 CIP Project Management

Firms responding to this Task must demonstrate qualifications and experience serving in a lead role for oversight and management of the full 'A to Z' delivery of flood control projects such as, open channels, underground storm drains, earthen embankment dams, debris basins, detention basins, culverts, levees, water quality and water conservation efforts, etc. This task is focused on firms qualified to provide ***oversight and management*** of the overall project through the preliminary and final design phases, including accountability for identification, coordination and integration of all elements such as scoping, budgeting, schedule management, stakeholder
identification and coordination, engineering QA/QC, regulatory clearances, rights of way, etc., as necessary for the full and timely delivery of 'shovel ready' projects.

This specific task is for project management and oversight only. Performance of the individual elements of a project, such as the Engineering/Design, CEQA, Regulatory Permitting, etc., are *not* included in Task K.1, but may be undertaken by your firm and/or other consultants pursuant to another pre-qualified task or category as identified in this RFQ. In many cases, a firm will be selected to provide services across Tasks K.1, K.2 and K.3. However, to expand upon the District's ability to deliver projects on a timely basis, in some cases a firm pre- qualified for Task K.1 may be asked to provide CIP Project Management services where some or all of the elements of work are being undertaken by other Consultants.

Task K.2 Design of Flood Control Facilities (Full Plans Specifications and Estimates)

Firms responding to this Task must demonstrate qualifications and experience providing the full 'A to Z' design of flood control projects such as, but not limited to, open channels, underground storm drains, earthen embankment dams, debris basins, detention basins, culverts, levees, etc. Firms pre-qualified under this task must be licensed in California and capable of providing the full suite of design services necessary for the design of flood control facilities, including ALL of the services described in sub-tasks A through H in Table K-1 and as described below.

All designs must utilize District approved software and be incorporated into plan, profile, and detail sheets meeting the District's drafting requirements and be stamped and signed by a Civil Engineer licensed in California. Firms pre-qualified for Task K.2 may or may not be also selected to provide overall project management services if the firm is also pre-qualified in Task K.1.

Sub-Task A1) General Civil Design

This sub-task is required to be performed directly by your firm (not a sub-consultant) and includes the general civil design efforts of the project including, but not limited to, grading, alignments, profiles, water quality (if needed), catch basins and inlets/outlets. Typical design progress should follow the 30%. 60%, 90% and 100% plan workflow.

Sub-Task A2) Hydrology and Hydraulic design of Flood Control Facilities

This sub-task is required to be performed directly by your firm (not a sub-consultant) and includes the full design for the hydraulic systems necessary to meet defined project objectives. These systems may include, but are not limited to, channels, storm drains, levees, basins, dams, catch basins, connector pipes, inlet/outlet structures and other appurtenant elements.

Sub-Task B) Geotechnical Engineering

This sub-task may be performed directly by your firm or a sub-consultant, and includes any necessary geotechnical engineering analyses that are necessary for the project, such as, but not limited to, slope retention or stabilization, embankment design, structure foundation design, seismic evaluations and design, etc. It is anticipated that often the field exploration we be done by a subcontractor, but if the engineering evaluations and designs are performed in-house, select 'Conduct' for this sub-task on your submitted Table K-1. Otherwise select 'Sub-Consult' if you will rely fully on a sub-consultant for these services.

Sub-Task C) Structural Engineering
This sub-task may be performed directly by your firm or a sub-consultant and includes structural design of any non-standard designs that are necessary for the project. Most commonly these are reinforced concrete structures, such as Reinforced Concrete Boxes, Rectangular Channels, Retaining Walls, Junction Structures, and Inlet/Outlet structures and bridges.

Sub-Task D) Utility Relocation Design
This sub-task may be performed directly by your firm or a sub-consultant. District projects can conflict with other utilities that exist within the built environment, requiring their relocation. The District will discuss with the utility owner responsibilities with respect to the design and relocation of these utilities. In many cases the utility owner will perform the designs themselves, but in some cases, most commonly with water and sewer utilities, the District will design relocations. Firms responding to Task K.2 must be able to provide design services for relocation of water and sewer utilities of various sizes from service laterals to main trunk line systems.

Sub-Task E) Street Improvements and Traffic Handling Design
This sub-task may be performed directly by your firm or a sub-consultant, and includes evaluating the impacts that construction operations will have upon existing roads, and designing road restoration / paving sheets, new
street improvements, etc. This task also includes evaluating impacts of the project on traffic patterns and developing traffic handling plans consistent with the MUTCD and California Supplement that will be included in the District's contract documents. Where road closures are required and approved in advance by the local jurisdiction, detour designs will also be required.

Sub-Task F) Surveying and Topographic Mapping
This sub-task may be performed directly by your firm or a sub-consultant and includes providing land surveying services associated with both collection of topographic data to support the design process, and development of accurate right of way basemaps and legals and plats. Services provided under this Sub-Task will coordinate directly with the District's Surveying and Mapping Division for QA/QC approval.

Sub-Task G) Drafting / Plan Production
This sub-task may be performed directly by your firm or a sub-consultant and includes all project management and coordination for the development of plan sheets using AutoCAD/Civil3D and meeting District drafting manual standards and the latest version of the CAD Standards Manual including, but not limited to texts, line styles, development of templates data short-cuts, layers, labels, etc.

Sub-Task H) Specifications and Estimates
This sub-task is required to be performed directly by your firm (not a sub-consultant) and includes the preparate of project specifications and cost estimates that comport to the project plans in order to successfully advertise a project for bids. District shall provide specification master list for the firm to utilize and customize for the specific project needs. Cost estimate shall coincide with the project plans and specs to accurately identify all quantity and unit cost for project components. Cost estimates are typically required at each project milestone: 30%, 60%, 90% and final plans.

Task K.3 Project Charter / Preliminary Design Report
This task includes the preparation of project charter or preliminary design report listing project objectives, identifying all project constraints and feasible alternatives at a conceptual level with final recommendation of the selected alternative. The firm may support outreach to external stakeholder (such as cities, utilities purveyors, Riverside County Transportation Department) and internal departments as warranted to determine feasible alternative. The firm will present the charter to associated District Division Chiefs for their approval of recommended alternative. The projects may include, but are not limited to, channels, storm drains levees, basins, dams, water quality treatment structures, such as low flow diversion to sewer lines, trash interceptors and other appurtenant elements. The firm should demonstrate ability to provide recommendations and strategies that will be most feasible in achieving project objectives.

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 AIRX UTILITY SURVEYORS, 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 D, 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 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

AIRX UTILITY
SURVEYORS, INC.
785 E. Mission Road, Suite 100
San Marcos, CA 92069
Attn: Gabriel Mercado

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. **NTENTIONALLY 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
Supervising Deputy County Counsel

ATTEST:

KIMBERLY RECTOR
Clerk of the Board

By:
Deputy

(SEAL)

Consulting Services Agreement with AirX Utility Surveyors, Inc.
FY 2026-27 to FY 2030-31
04/13/26
RM:blj

JUN 0 2 2026 14.5

AIRX UTILITY SURVEYORS, INC.
a California corporation

JENN HARRIS
CEO/President

ATTACHMENT A

SERVICE CATEGORY CHECKLIST
GEOTECHNICAL AND POTHOLING

TASK	
D.1	Subsurface Soils Investigation and Engineering Analysis
D.2	Dam/Levee Design and Rehabilitation
D.3	Potholing and Utility Location

ATTACHMENT B
SCOPE OF SERVICES

Service Category D. GEOTECHNICAL AND POTHOLING

Task D.1 Subsurface Soils Investigation and Engineering Analysis

Firms responding to this Task must demonstrate relevant experience and appropriate licensure/certifications for providing the following types of Geotechnical Engineering Services, including performance of any necessary field investigations and lab testing that may be required to support design of flood control facilities.

Field Investigations and Engineering Recommendations for:

- Grading and site clearing that may be necessary for the construction of the Project
- Excavation and Rip ability
- Seismic Refraction Survey
- Potential Groundwater Impacts for the Project
- Allowable Bearing Capacity and Foundation Preparation/Ground Improvement
- Flexible and Rigid Pavement Design
- Unit weight for compacted fill
- Moisture content necessary to use excavated soils in Compacted Fill
- Soil classification and physical properties
- Lateral Earth Pressure for design or analysis of Earth Retaining Structures
- Maximum Modulus of Subgrade Reaction
- Slope Stability and Protection
- Seismic Stability and Liquefaction
- Seepage analysis
- Open and Braced Excavation (Shallow/Deep)
- Infiltration feasibility
- Corrosivity

Task D.2 Dam/Levee Design and Rehabilitation

The District is seeking firms with experience and qualifications in designing new Dams/Levees, as well as rehabilitating existing Dams/Levees.

Firms responding to this Task must demonstrate relevant experience and appropriate licensure for the types of work described below:

Most dams will be under the jurisdiction of California Department of Water Resources, Division of Safety of Dams (DSOD), thus, experience working with DSOD is desired. The consultant will be expected to lead a multidisciplinary team to perform work such as feasibility studies, site reconnaissance, and geotechnical/geologic investigations, seismic and stability analysis, embankment material sourcing and selection, seepage analyses, and mitigation, filter design, spillway and outlet works design, and analysis and mitigation of potential failure modes. The consultant may also be tasked to review, study, and analyze existing dams and provide recommendations and construction plans for rehabilitation measures.

With regard to levees, the consultant must have demonstrated experience in the design of earthen levees, slope protection, scour/toe protection, foundation requirements, embankment material, seepage analysis, slope stability, settlement analyses, levee transitions, etc. and design such structures to meet FEMA criteria. The consultant may also be tasked to investigate existing levees and prepare a report of the findings with recommendations for rehabilitation.

Task D.3 Potholing and Utility Location

Firms responding to this Task shall demonstrate relevant experience, licensure, and certifications for providing Underground Utility Potholing Services for District Capital Improvement Projects, including all of the following:

- Coordination with each of the utility companies, such as verifying utility type and material, ensuring protection of the utility during potholing, etc.;
- Secure any required encroachment permits, including design and implementation of any necessary temporary traffic controls as may be required by the local agency;
- Performance of air vacuum excavation "Air Knife" pothole technology or other appropriate investigative methods;
- Detailed reports, including ALL of the following:
  - Size and dimensions of utility and/or encasement;
  - Type and material of utility;
  - Depth to top and bottom of utility;
  - Digital photographs of utility;
  - Thickness and type of all paving materials; and
  - Additional conflicts/observations such as previously unidentified utilities, unusual subsurface conditions, utility encasements, etc.
- Traffic control approved by local or State transportation agency; and
- Restoration of the property, pavement, landscaping, etc. following potholing.

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 ALBERT A. WEBB ASSOCIATES, 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 A, E, G and K, 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 Three Million Dollars ($3,000,000) 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

ALBERT A. WEBB
ASSOCIATES
3788 McCray Street
Riverside, CA 92506
Attn: Scott Hildebrandt

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 Albert A. Webb Associates
FY 2026-27 to FY 2030-31
04/13/26
RM:blj

JUN 0 2 2026 14.5

ALBERT A. WEBB ASSOCIATES
a California corporation

SCOTT HILDEBRANDT
Chief Strategy Officer

Consulting Services Agreement with Albert A. Webb Associates
FY 2026-27 to FY 2030-31
04/13/26
RM:blj

ATTACHMENT A

SERVICE CATEGORY CHECKLIST
HYDROLOGY AND HYDRAULICS

	TASK
A.1	Master Drainage Plans, Hydrology and Other Planning
A.2	Hydraulic Modeling
A.3	Stream Geomorphology/Scour Assessment and Restoration
A.4	Federal Emergency Management Agency (FEMA) CLOMR/LOMR Preparation
A.5	Dam Inundation Study and Mapping
A.6	Post Fire Hazard Assessment
A.7	NFIP, Community Rating System and Floodplain Management

ATTACHMENT A

SERVICE CATEGORY CHECKLIST
ENVIRONMENTAL AND REGULATORY COMPLIANCE

	TASK
E.1	CEQA, NEPA compliance and constraints analysis, including document preparation, noticing, distribution and public meetings.
E.2	Cultural resources investigations, surveys, and monitoring, including short notice discovery response and assessment. AB-52 support services/Tribal Cultural Resources regulations compliance: Assist and advise the District on Tribal consultations, legal authorities and other Tribal matters.
E.3	Paleontological resources investigations, surveys, and monitoring, including short notice discovery response and assessment.
E.4	General biological resources assessment, MSHCP Consistency Assessment, HANS, JPR and DBESP.
E.5	Focused surveys, monitoring, trapping, holding/handling, or relocating (Please complete *Table E-2 Common Riverside County Listed Species*).
E.6	Pre-construction nesting bird, burrowing owl, and other species surveys, and short notice biological resources discovery response and assessment.
E.7	Jurisdictional delineations, including permit preparation and negotiation with Resource Agencies, and HMMP report preparation. Regulatory specialist support services to assist with permit negotiations such as Sections 404/401, 1602, Endangered Species Act, MSHCP, WOTUS, assist and advise the District with regulatory compliance, legal authorities and other regulatory issues.
E.8	Invasive vegetation removal, habitat restoration and enhancement, HMMP implementation, and plant pallet/seed mix and cuttings/plantings for District mitigation projects and/or facilities; preparation, review and implementation of conservation easements, preparation and peer review of PAR analysis and restoration plans.
E.9	Phase 1 and Phase 2 ESA, and/or hazardous material presence/absence reports, monitoring and short notice discovery response and assessment.
E.10	Air quality and GHG analysis with project and programmatic-level technical expertise, and mitigation pursuant to the AQMD standards and CEQA.
E.11	Noise and vibration studies and mitigation prepared pursuant to CEQA.
E 12	Environmental planning, project management, contract Planners that serve as an extension of staff; this may require staff to be embedded at the District's office or may be a remote assignment.
E 13	Plan check review services of environmental and regulatory documents for partner and developer-led flood control projects.

ATTACHMENT A

SERVICE CATEGORY CHECKLIST
DEVELOPMENT PLAN CHECK

TASK	
G.1	Full-Service Plan Checking

ATTACHMENT A

SERVICE CATEGORY CHECKLIST
CIP IMPLEMENTATION

	TASK
1	CIP Project Management
2	Design of Flood Control Facilities (Full Plans Specifications and Estimates)
	A1) General Civil Design
	A2) Hydrology and Hydraulic design of Flood Control Facilities
	B) Geotechnical Engineering
	C) Structural Engineering
	D) Utility Relocation Design
	E) Street Improvement and Traffic Handling Design
	F) Surveying / Topographic Mapping
	G) Drafting / Plan Production
	H) Specifications and Estimates
3	Project Charter / Preliminary Design Report

ATTACHMENT B
SCOPE OF SERVICES

Service Category A. HYDROLOGY AND HYDRAULICS

Task A.1 Master Drainage Plans, Hydrology and Other Planning Studies

Work performed under this section may involve the following:

- Perform hydrology calculations using District approved methods;
- Evaluation of detention storage options/locations;
- Development and evaluation of alternative facility types and alignments;
- Perform hydrologic routing and hydraulic calculations as needed;
- Develop planning level cost estimates using District approved unit cost analysis;
- Preparation of report summarizing the study;
- Review and evaluate hydrology methodologies;
- Review and evaluate rainfall data;
- Review and recommend updates to District Hydrology Manual;
- Water Conservation service as described in Task G.5;
- Provide classroom like training on one or more of the topics in this category; and
- Develop new and update existing Master Drainage Plans.

Task A.2 Hydraulic Modeling

Firms responding to this Task must demonstrate knowledge and experience developing and performing computerized hydraulic models using Water Surface Pressure Gradient for Windows (WSPGW), HEC-RAS 1D (steady and unsteady) and/or 2D, Flo-2D Pro or other District accepted computer application for the design or analysis of storm flow through existing waterways, urban communities, as well as existing or proposed flood control facilities and structures. Required modeling may include, but is not limited to, improved or natural open channels, streets, levees, drop structures, closed conduit systems, inlets, hydraulic junctions, street flow capacity, culvert design, and bridge/pier analysis. Firms shall be familiar with rainfall and hydrograph model inputs and incorporating the District's Hydrology Manual. Firms shall use topographic mapping provided by the District or, if not available, supplement with U.S. Geological Survey (USGS) or best available topography. All work shall be performed in accordance with District standards, District's Hydraulics Manual and any special criteria established by the District. Firms shall be able to estimate appropriate model inputs, including channel cross sections, roughness values from topographic data, aerial photographs, and field reconnaissance. Firms must be able to interpret model outputs, including, but not limited to, water surface elevations, depths, velocities, flow regimes, critical depth, and Froude number. Firms must prepare reports documenting the approach of the hydraulic analysis, discharges, depths, and velocities at identified points of interest, and prepare associated work maps and final exhibits.

Firms shall identify in their Service Category Qualifications what hydraulic modeling software packages their firm has expertise in from those listed in the District Accepted Software Memo, dated July 1, 2016 (can be found/accessed on the District's website by searching for Memo District Accepted Software). Of additional interest is firms with experience and expertise developing and running scale physical hydraulic models of complicated hydraulic structures that may be considered for construction.

Prospective firms shall indicate the qualifications, experience, licenses, certificates, and academic degrees that their employees, who will be performing these services, possess. All hydraulic modeling and reports must be stamped and signed by a Civil Engineer licensed in the State of California.

The District is also interested in understanding which firms have experience providing classroom like training on or more of the HEC RAS 1D and 2D.

Task A.3 Stream Geomorphology/Scour Assessment and Restoration

Firms responding to this Task must demonstrate that it has staff with expertise and applicable* experience to provide all of the following types of services, including any field investigations, hydrologic, and/or hydraulic

modeling necessary:

- Investigate and assess current conditions of stream systems to identify potential causes for geomorphic instability;
- Estimate the type and direction of future stream geomorphology based on existing conditions and anticipated future development;
- Estimate long term sediment transport;
- Provide a formal report containing detailed, project-specific, tailored recommendations for construction of localized scour protections, or for creek restoration projects that would establish geomorphic stability without compromising flood conveyance or maintainability. The expectation is that this report would provide all necessary information to facilitate development of plans for construction; and
- Evaluate flooding and debris flow risk to live and property due to post wildfire.

**Applicable experience must be for ephemeral stream systems in semi-arid/arid environments comparable to Riverside County.*

Task A.4 FEMA CLOMR/LOMR Preparation

Firms shall prepare hydrologic models and hydraulic models as described in Task A.1 and A.2, including a duplicate effective, corrected effective, existing, and proposed conditions model, as needed. Firms shall prepare the water surface elevation profiles, floodplain work-maps, and annotated FIRM panels.

Firms shall prepare MT-2 forms to include in a package to FEMA detailing the changes initiating the revised floodplain mapping. Prepare Conditional Letter of Map Revision (CLOMR) and a Letter of Map Revision (LOMR) application package to include hydrologic and hydraulic models, completed FEMA certification forms, floodplain work maps, revised flood profile, and annotated FIRM panels showing the revised floodplain. Firms shall coordinate with the District and FEMA to revise the CLOMR/LOMR based on review comments.

CLOMR/LOMR preparation for levees will include additional tasks. Firms shall review previous geotechnical reports and/or complete additional geotechnical analysis to determine whether the levee meets Title 44 of the Code of Federal Regulation, Section 65.10 (44 CFR 65.10) for mapping of areas protected by levee systems. Firms shall be able to determine whether the levee meets FEMA design criteria for slope stability, foundation stability, and settlement. Verify the levee meets the FEMA criteria for freeboard. Toe scour shall be calculated to determine embankment protection and foundation stability. Interior drainage analysis will involve determining whether high flow in the channel will flood interior areas due to backwater. Updated floodplain maps shall also include "without levee" floodplains analysis in case a levee does not meet 44 CFR 65.10.

Task A.5 Dam Inundation Study and Mapping

Firms shall be disciplined and capable of providing engineering services to develop a dam inundation study. These services include a hydrologic analysis, dam break analysis, hydraulic modeling, and appropriate dam inundation mapping limits based on multiple dam failure scenarios. Hydrologic modeling will be performed in accordance with the District's Hydrology Manual (dated April 1978) and HMR 58/59 to generate the Probable Maximum Flood (PMF). Dam breach analyses may utilize both actual dam characteristics and empirical equations for both fair weather and hydrologic scenarios. Using topographic mapping, develop hydraulic models that will dynamically route the spillway, and dam-breach hydrographs to the appropriate outfalls. Tasks would include preparation of a report, including the technical studies and inundation maps in accordance with Cal- EMA regulations and guidelines.

Task A.6 Post-Fire Hazard Assessment

Firms responding to this Task must demonstrate that it has staff with experience and technical capability to provide all of the following types of services, including any field reconnaissance, hydrologic and/or hydraulic modeling necessary:

- Collect and assess post fire work products from BAER Team, WERT Team, California Geologic

Survey, USGS, Cal Fire, and others to determine debris flow risk in watersheds that potentially impact developed areas;

- Investigate and assess current conditions of main watercourses for sediment loading, debris availability, size of visible debris in the channels, evidence of historic debris-flows, etc.;
- Topographic mapping shall be provided by the District or, if not available, prepare LiDAR mapping and/or topographic mapping;
- Experience and technical capability of developing two-dimensional hydraulic models using Flo-2D PRO or HEC-RAS 2D, or other District accepted programs. Firms shall be familiar with rainfall and hydrograph model inputs and incorporating the District's Hydrology Manual; and
- Provide a formal report, exhibits and GIS layers documenting methodologies, modeling analysis and results from other tasks to determine flood and debris flow risk.

Task A.7 NFIP, CRS and Floodplain Management Support

Riverside County participates in the National Flood Insurance Program (NFIP), which provides residents with access to NFIP flood insurance, and the companion Community Rating System (CRS) program, that gives residents a significant discount on their NFIP flood insurance policy premiums.

FIRMs responding to this task must demonstrate knowledge and experience with the 44 CFR §60, NFIP rules and regulations, CRS program, State building codes, including reviewing FEMA Elevation Certificate, community ordinance, permits activities. The services shall include the following, but not be limited to:

1. Preparation and support during NFIP and CRS audits by FEMA and State Department of Water Resources (DWR);
2. Review of updated CRS manual and recommendation on which policies County of Riverside can feasibly consider;
3. Review and update of floodplain ordinances as new regulations and County floodplain studies and policies are adopted;
4. Set up coordination meetings across County departments involved in NFIP process, such as, County Building and Safety and Coachella Valley Water District as needed to ensure compliance with CRS and NFIP obligations; and
5. Participate in review of submitted Elevation Certificates to ensure compliance with County of Riverside's CRS rating.

ATTACHMENT B
SCOPE OF SERVICES

Service Category E. ENVIRONMENTAL AND REGULATORY COMPLIANCE

Task E.1 CEQA and/or NEPA Compliance and Constraints Analysis, including Document Preparation, Noticing, Distribution and Public Meetings

Prepare and distribute CEQA documents such as an Initial Study, Mitigated Negative Declaration, and/or Environmental Impact Report (EIR). On occasion, separate or joint CEQA and NEPA documents may be required.

Provide measures and/or recommendations to mitigate potentially significant impacts and prepare Mitigation Monitoring and Reporting Program (MMRP), when necessary.

Attend public scoping meetings and/or public hearings to support the District, and prepare and distribute applicable public notices (e.g., Notice of Intent, Notice of Preparation, Notice of Determination, etc.).

Prepare a Preliminary Environmental Assessment Report (PEAR), which is an environmental constraints analysis that generally includes all CEQA topics, MSHCP compliance and any potential regulatory permitting issues (401/404/1602). The PEAR assists the District to identify design constraints early in the planning process. *Note that although similar in intent, this is not the same as a Caltrans PEAR.*

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

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

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

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

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

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

Task E.3 Paleontological Resources Investigations, Surveys, and Monitoring, including Short Notice Discovery Response and Assessment

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

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

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

Task E.4 General Biological Resources Assessment, MSHCP Consistency Assessment, HANS, JPR and DBESP

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

- Literature review and reconnaissance surveys to prepare habitat assessments for sensitive or listed plant and wildlife species;
- Biological resources impact analysis in accordance with CEQA in terms of regional planning, and city, state, and federal laws and guidelines to comply with all existing biological resource laws, regulations, and court precedent;
- Propose recommendations for avoidance and/or measures to minimize impacts;
- Applicable Habitat Conservation Plans consistency assessment, such as the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP), Coachella Valley MSHCP, and Tribal Habitat Conservation Plan; and
- Prepare Joint Project Review (JPR), Determination of Biological Equivalent or Superior Preservation (DBESP), and Habitat Assessment and Negotiation Strategy (HANS), if necessary.

Task E.5 Focused Surveys, Monitoring, Trapping, Holding/Handling or Relocating

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

Task E.6 Pre-construction Nesting Bird, Burrowing Owl, and Other Species Surveys and Short Notice Biological Resources Discovery Response and Assessment

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

Task E.7 Jurisdictional Delineations, including Permit Preparation, and Negotiation with Resource Agencies and HMMP Report Preparation

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

Prepare 401/404/1602 permit applications and provide support to District during discussions and negotiations with regulatory agencies during the permitting process.

Prepare a native Habitat Mitigation and Monitoring Plan (HMMP) in compliance with project permits.

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

Task E.8 Invasive Vegetation Removal, Habitat Restoration and Enhancement, HMMP

Implementation, Plant Pallet/Seed Mix, and Cuttings/Plantings for District Mitigation Projects and/or Facilities PAR Analysis and Conservation Easement Support

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

Perform Property Analysis Records (PARs) to assess the long-term stewardship costs of conservation properties. This includes evaluating conservation values, identifying necessary stewardship tasks, estimating costs, and determining the required endowment for management in perpetuity.

Provide third party reviews of conservation easements as well as support with establishing conservation easements, including drafting, negotiating, and recordation of easement agreements. Experience with conservation easements that reserve flood control maintenance rights while demonstrating compliance with regulatory requirements is highly desirable.

Task E.9 Phase I and Phase 2 ESA, and/or Hazardous Material Presence/Absence Reports, Monitoring, and Short Notice Discovery Response and Assessment

Provide Hazardous Materials report to evaluate potential impacts related to environmental hazards and hazardous materials and determine the presence/absence of any hazardous materials in accordance with California Government Code Section 65962.5. Consultant should assess potential for discovering hazardous materials during construction, operation, and maintenance of District facilities, and should make recommendations on how to handle any potentially hazardous waste.

Perform hazardous material monitoring during construction and maintenance of District facilities.

Consultant should be available by short notice (24 to 72 hours) to assess and respond to any accidental hazardous material discoveries during the District's ongoing construction, operations and maintenance work. This would include monitoring and evaluating any hazardous materials discoveries in compliance with all applicable laws and regulations.

Task E.10 Air Quality and Greenhouse Gas Analysis with Project and Programmatic-level Technical Expertise, and Mitigation pursuant to the AQMD Standards and CEQA

Provide air quality and greenhouse gas (GHG) impact analyses for District construction and maintenance activities, and programmatic analysis for Master Drainage Plans. The air quality and GHG analysis should be prepared in accordance with the South Coast Air Quality Management District (SCAQMD) requirements and will support the District's CEQA analysis.

Task E.11 Noise and vibration studies and mitigation prepared pursuant to CEQA

Provide noise and vibration analysis for potential construction and maintenance impacts on nearby sensitive receptors to support the District's CEQA analysis.

Task E. 12 Environmental Planning, Project Management, Staff Augmentation

Perform general environmental planning services, including, but not limited to, technical report and document reviews of deliverables that may be completed as part of Tasks E.1 – E.11, project management and serving as a preparer or peer reviewer of various environmental and regulatory tasks. This category includes staff augmentation where consultants staff serves as an extension of District staff. Please note that staff augmentation services may require selected staff to work on-site from District office.

Task E.13 Plan Check Review Services of Environmental and Regulatory Documents for Partner and Developer-Led Flood Control Projects

Provide a comprehensive review of environmental documents, and regulatory permitting packages submitted to the District from project partners (i.e., private developers and local jurisdictions) to ensure projects align with

District standards and regulatory requirements. Consultants would evaluate the environmental impacts associated with developer, and partner-led projects and verify that all required environmental documentation has been properly prepared and negotiated in accordance with District guidelines.

Consultants would assess potential issues related to operation and maintenance of District facilities, ensuring that proposed mitigation/permit conditions are feasible, sustainable, and do not conflict with District operations.

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 B
SCOPE OF SERVICES

Service Category K. CAPITAL IMPROVEMENT PLAN MANAGEMENT

Task K.1 CIP Project Management

Firms responding to this Task must demonstrate qualifications and experience serving in a lead role for oversight and management of the full 'A to Z' delivery of flood control projects such as, open channels, underground storm drains, earthen embankment dams, debris basins, detention basins, culverts, levees, water quality and water conservation efforts, etc. This task is focused on firms qualified to provide ***oversight and management*** of the overall project through the preliminary and final design phases, including accountability for identification, coordination and integration of all elements such as scoping, budgeting, schedule management, stakeholder
identification and coordination, engineering QA/QC, regulatory clearances, rights of way, etc., as necessary for the full and timely delivery of 'shovel ready' projects.

This specific task is for project management and oversight only. Performance of the individual elements of a project, such as the Engineering/Design, CEQA, Regulatory Permitting, etc., are *not* included in Task K.1, but may be undertaken by your firm and/or other consultants pursuant to another pre-qualified task or category as identified in this RFQ. In many cases, a firm will be selected to provide services across Tasks K.1, K.2 and K.3. However, to expand upon the District's ability to deliver projects on a timely basis, in some cases a firm pre- qualified for Task K.1 may be asked to provide CIP Project Management services where some or all of the elements of work are being undertaken by other Consultants.

Task K.2 Design of Flood Control Facilities (Full Plans Specifications and Estimates)

Firms responding to this Task must demonstrate qualifications and experience providing the full 'A to Z' design of flood control projects such as, but not limited to, open channels, underground storm drains, earthen embankment dams, debris basins, detention basins, culverts, levees, etc. Firms pre-qualified under this task must be licensed in California and capable of providing the full suite of design services necessary for the design of flood control facilities, including ALL of the services described in sub-tasks A through H in Table K-1 and as described below.

All designs must utilize District approved software and be incorporated into plan, profile, and detail sheets meeting the District's drafting requirements and be stamped and signed by a Civil Engineer licensed in California. Firms pre-qualified for Task K.2 may or may not be also selected to provide overall project management services if the firm is also pre-qualified in Task K.1.

Sub-Task A1) General Civil Design

This sub-task is required to be performed directly by your firm (not a sub-consultant) and includes the general civil design efforts of the project including, but not limited to, grading, alignments, profiles, water quality (if needed), catch basins and inlets/outlets. Typical design progress should follow the 30%. 60%, 90% and 100% plan workflow.

Sub-Task A2) Hydrology and Hydraulic design of Flood Control Facilities

This sub-task is required to be performed directly by your firm (not a sub-consultant) and includes the full design for the hydraulic systems necessary to meet defined project objectives. These systems may include, but are not limited to, channels, storm drains, levees, basins, dams, catch basins, connector pipes, inlet/outlet structures and other appurtenant elements.

Sub-Task B) Geotechnical Engineering

This sub-task may be performed directly by your firm or a sub-consultant, and includes any necessary geotechnical engineering analyses that are necessary for the project, such as, but not limited to, slope retention or stabilization, embankment design, structure foundation design, seismic evaluations and design, etc. It is anticipated that often the field exploration we be done by a subcontractor, but if the engineering evaluations and designs are performed in-house, select 'Conduct' for this sub-task on your submitted Table K-1. Otherwise select 'Sub-Consult' if you will rely fully on a sub-consultant for these services.

Sub-Task C) Structural Engineering
This sub-task may be performed directly by your firm or a sub-consultant and includes structural design of any non-standard designs that are necessary for the project. Most commonly these are reinforced concrete structures, such as Reinforced Concrete Boxes, Rectangular Channels, Retaining Walls, Junction Structures, and Inlet/Outlet structures and bridges.

Sub-Task D) Utility Relocation Design
This sub-task may be performed directly by your firm or a sub-consultant. District projects can conflict with other utilities that exist within the built environment, requiring their relocation. The District will discuss with the utility owner responsibilities with respect to the design and relocation of these utilities. In many cases the utility owner will perform the designs themselves, but in some cases, most commonly with water and sewer utilities, the District will design relocations. Firms responding to Task K.2 must be able to provide design services for relocation of water and sewer utilities of various sizes from service laterals to main trunk line systems.

Sub-Task E) Street Improvements and Traffic Handling Design
This sub-task may be performed directly by your firm or a sub-consultant, and includes evaluating the impacts that construction operations will have upon existing roads, and designing road restoration / paving sheets, new
street improvements, etc. This task also includes evaluating impacts of the project on traffic patterns and developing traffic handling plans consistent with the MUTCD and California Supplement that will be included in the District's contract documents. Where road closures are required and approved in advance by the local jurisdiction, detour designs will also be required.

Sub-Task F) Surveying and Topographic Mapping
This sub-task may be performed directly by your firm or a sub-consultant and includes providing land surveying services associated with both collection of topographic data to support the design process, and development of accurate right of way basemaps and legals and plats. Services provided under this Sub-Task will coordinate directly with the District's Surveying and Mapping Division for QA/QC approval.

Sub-Task G) Drafting / Plan Production
This sub-task may be performed directly by your firm or a sub-consultant and includes all project management and coordination for the development of plan sheets using AutoCAD/Civil3D and meeting District drafting manual standards and the latest version of the CAD Standards Manual including, but not limited to texts, line styles, development of templates data short-cuts, layers, labels, etc.

Sub-Task H) Specifications and Estimates
This sub-task is required to be performed directly by your firm (not a sub-consultant) and includes the preparate of project specifications and cost estimates that comport to the project plans in order to successfully advertise a project for bids. District shall provide specification master list for the firm to utilize and customize for the specific project needs. Cost estimate shall coincide with the project plans and specs to accurately identify all quantity and unit cost for project components. Cost estimates are typically required at each project milestone: 30%, 60%, 90% and final plans.

Task K.3 Project Charter / Preliminary Design Report
This task includes the preparation of project charter or preliminary design report listing project objectives, identifying all project constraints and feasible alternatives at a conceptual level with final recommendation of the selected alternative. The firm may support outreach to external stakeholder (such as cities, utilities purveyors, Riverside County Transportation Department) and internal departments as warranted to determine feasible alternative. The firm will present the charter to associated District Division Chiefs for their approval of recommended alternative. The projects may include, but are not limited to, channels, storm drains levees, basins, dams, water quality treatment structures, such as low flow diversion to sewer lines, trash interceptors and other appurtenant elements. The firm should demonstrate ability to provide recommendations and strategies that will be most feasible in achieving project 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 ARAGON GEOTECHNICAL, INC., a Nevada corporation, hereinafter called "CONSULTANT". DISTRICT and CONSULTANT are sometimes individually referred to herein as a "Party" and collectively as the "Parties". The Parties hereby agree as follows:

1. SERVICE CATEGORY

Upon DISTRICT's request, CONSULTANT shall provide on-call services to DISTRICT for Service Category D, 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 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

ARAGON GEOTECHNICAL, INC.
16801 Van Buren Blvd. Bldg B
Riverside, CA 92504
Attn: C. Fernando Aragon

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 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 Aragon Geotechnical, Inc.
FY 2026-27 to FY 2030-31
04/13/26
RM:blj

JUN 0 2 2026 14.5

Docusign Envelope ID: BD533451-F19E-8AB5-8398-7A30AE9B781C

ARAGON GEOTECHNICAL INC.
a Nevada corporation

DocuSigned by:
Fernando Aragon
E62E8889E88B463...
C. FERNANDO ARAGON
President

Consulting Services Agreement with Aragon Geotechnical, Inc.
FY 2026-27 to FY 2030-31
04/13/26
RM:blj

docusign

Certificate Of Completion

Envelope Id: BD533451-F19E-8AB5-8398-7A30AE9B781C
Status: Completed
Subject: Complete with Docusign: Aragon Geotechnical, Inc On-Call Super MEGA_FINAL 04.13.26.pdf
Source Envelope:
Document Pages: 38
Signatures: 1
Certificate Pages: 4
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Lindsay Aragon
16801 Van Buren Blvd., Bldg. B
Anaheim, CA 92808
lindsay@aragonlaw.com
IP Address: 76.90.241.223

Record Tracking

Status: Original
4/14/2026 2:13:01 PM
Holder: Lindsay Aragon
lindsay@aragonlaw.com
Location: DocuSign

Signer Events	Signature	Timestamp
Fernando Aragon Fernando@aragongeo.com President Security Level: Email, Account Authentication (None)	DocuSigned by: Fernando Aragon E62F8889F8BB463... Signature Adoption: Pre-selected Style Using IP Address: 99.7.149.28	Sent: 4/14/2026 2:14:33 PM Viewed: 4/14/2026 2:18:47 PM Signed: 4/14/2026 2:19:05 PM

Electronic Record and Signature Disclosure:
Accepted: 4/14/2026 2:18:47 PM
ID: 6c398c8d-7023-4ded-b68d-8d5516091230

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	4/14/2026 2:14:33 PM
Certified Delivered	Security Checked	4/14/2026 2:18:47 PM
Signing Complete	Security Checked	4/14/2026 2:19:05 PM
Completed	Security Checked	4/14/2026 2:19:05 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ATTACHMENT A

SERVICE CATEGORY CHECKLIST
GEOTECHNICAL AND POTHOLING

	TASK
D.1	Subsurface Soils Investigation and Engineering Analysis
D.2	Dam/Levee Design and Rehabilitation
D.3	Potholing and Utility Location

ATTACHMENT B
SCOPE OF SERVICES

Service Category D. GEOTECHNICAL AND POTHOLING

Task D.1 Subsurface Soils Investigation and Engineering Analysis

Firms responding to this Task must demonstrate relevant experience and appropriate licensure/certifications for providing the following types of Geotechnical Engineering Services, including performance of any necessary field investigations and lab testing that may be required to support design of flood control facilities.

Field Investigations and Engineering Recommendations for:

- Grading and site clearing that may be necessary for the construction of the Project
- Excavation and Rip ability
- Seismic Refraction Survey
- Potential Groundwater Impacts for the Project
- Allowable Bearing Capacity and Foundation Preparation/Ground Improvement
- Flexible and Rigid Pavement Design
- Unit weight for compacted fill
- Moisture content necessary to use excavated soils in Compacted Fill
- Soil classification and physical properties
- Lateral Earth Pressure for design or analysis of Earth Retaining Structures
- Maximum Modulus of Subgrade Reaction
- Slope Stability and Protection
- Seismic Stability and Liquefaction
- Seepage analysis
- Open and Braced Excavation (Shallow/Deep)
- Infiltration feasibility
- Corrosivity

Task D.2 Dam/Levee Design and Rehabilitation

The District is seeking firms with experience and qualifications in designing new Dams/Levees, as well as rehabilitating existing Dams/Levees.

Firms responding to this Task must demonstrate relevant experience and appropriate licensure for the types of work described below:

Most dams will be under the jurisdiction of California Department of Water Resources, Division of Safety of Dams (DSOD), thus, experience working with DSOD is desired. The consultant will be expected to lead a multidisciplinary team to perform work such as feasibility studies, site reconnaissance, and geotechnical/geologic investigations, seismic and stability analysis, embankment material sourcing and selection, seepage analyses, and mitigation, filter design, spillway and outlet works design, and analysis and mitigation of potential failure modes. The consultant may also be tasked to review, study, and analyze existing dams and provide recommendations and construction plans for rehabilitation measures.

With regard to levees, the consultant must have demonstrated experience in the design of earthen levees, slope protection, scour/toe protection, foundation requirements, embankment material, seepage analysis, slope stability, settlement analyses, levee transitions, etc. and design such structures to meet FEMA criteria. The consultant may also be tasked to investigate existing levees and prepare a report of the findings with recommendations for rehabilitation.

Task D.3 Potholing and Utility Location

Firms responding to this Task shall demonstrate relevant experience, licensure, and certifications for providing Underground Utility Potholing Services for District Capital Improvement Projects, including all of the following:

- Coordination with each of the utility companies, such as verifying utility type and material, ensuring protection of the utility during potholing, etc.;
- Secure any required encroachment permits, including design and implementation of any necessary temporary traffic controls as may be required by the local agency;
- Performance of air vacuum excavation "Air Knife" pothole technology or other appropriate investigative methods;
- Detailed reports, including ALL of the following:
  - Size and dimensions of utility and/or encasement;
  - Type and material of utility;
  - Depth to top and bottom of utility;
  - Digital photographs of utility;
  - Thickness and type of all paving materials; and
  - Additional conflicts/observations such as previously unidentified utilities, unusual subsurface conditions, utility encasements, etc.
- Traffic control approved by local or State transportation agency; and
- Restoration of the property, pavement, landscaping, etc. following potholing.

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 ATKINSREALIS USA INC., a Florida 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 A 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 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 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

ATKINSREALIS USA INC.
4030 W. Boy Scout Boulevard,
Suite 700
Tampa, FL 33609
Attn: Jian Peng

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: WWW
Deputy

(SEAL)

Consulting Services Agreement with AtkinsRealis USA Inc.
FY 2026-27 to FY 2030-31
04/15/26
RM:blj

JUN 0 2 2026 14.5

Docusign Envelope ID: 23010006-09FF-8DE9-83C8-1FAB03C794AB

ATKINSREALIS USA INC., a Florida corporation

Signed by:
D156489A6F1E4E1...

5/4/2026

J. Michael Trapp, PhD
Sr. Division Manager, National Practice Lead-Water

Consulting Services Agreement with AtkinsRealis USA Inc.
FY 2026-27 to FY 2030-31
04/15/26
RM:blj

docusign

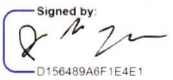
Certificate Of Completion

Envelope Id: 23010006-09FF-8DE9-83C8-1FAB03C794AB
Status: Completed
Subject: Complete with Docusign: AtkinsRealis USA Inc. On-Call Super MEGA_FINAL 04.15.26.pdf
Source Envelope:
Document Pages: 45
Signatures: 1
Certificate Pages: 4
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Tamara Kapa
3971 gloria lane
carlsbad, CA 92008
tamarastromre@gmail.com
IP Address: 76.176.134.103

Record Tracking

Status: Original
5/4/2026 8:23:13 PM
Holder: Tamara Kapa
tamarastromre@gmail.com
Location: DocuSign

Signer Events	Signature	Timestamp
J. Michael Trapp michael.trapp@atkinsrealis.com Security Level: Email, Account Authentication (None)	Signed by:  D156489A6F1E4E1 Signature Adoption: Drawn on Device Using IP Address: 2607:fb91:828d:4c21:40bd:8ba6:d9b7:d770 Signed using mobile	Sent: 5/4/2026 8:28:46 PM Viewed: 5/4/2026 8:29:24 PM Signed: 5/4/2026 8:29:54 PM

Electronic Record and Signature Disclosure:
Accepted: 5/4/2026 8:29:24 PM
ID: 4354f5fd-b583-476d-a235-46b7528e8e44

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	5/4/2026 8:28:46 PM
Certified Delivered	Security Checked	5/4/2026 8:29:24 PM
Signing Complete	Security Checked	5/4/2026 8:29:54 PM
Completed	Security Checked	5/4/2026 8:29:54 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ATTACHMENT A

SERVICE CATEGORY CHECKLIST
HYDROLOGY AND HYDRAULICS

	TASK
A.1	Master Drainage Plans, Hydrology and Other Planning
A.2	Hydraulic Modeling
A.3	Stream Geomorphology/Scour Assessment and Restoration
A.4	Federal Emergency Management Agency (FEMA) CLOMR/LOMR Preparation
A.5	Dam Inundation Study and Mapping
A.6	Post Fire Hazard Assessment
A.7	NFIP, Community Rating System and Floodplain Management

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 A. HYDROLOGY AND HYDRAULICS

Task A.1 Master Drainage Plans, Hydrology and Other Planning Studies

Work performed under this section may involve the following:

- Perform hydrology calculations using District approved methods;
- Evaluation of detention storage options/locations;
- Development and evaluation of alternative facility types and alignments;
- Perform hydrologic routing and hydraulic calculations as needed;
- Develop planning level cost estimates using District approved unit cost analysis;
- Preparation of report summarizing the study;
- Review and evaluate hydrology methodologies;
- Review and evaluate rainfall data;
- Review and recommend updates to District Hydrology Manual;
- Water Conservation service as described in Task G.5;
- Provide classroom like training on one or more of the topics in this category; and
- Develop new and update existing Master Drainage Plans.

Task A.2 Hydraulic Modeling

Firms responding to this Task must demonstrate knowledge and experience developing and performing computerized hydraulic models using Water Surface Pressure Gradient for Windows (WSPGW), HEC-RAS 1D (steady and unsteady) and/or 2D, Flo-2D Pro or other District accepted computer application for the design or analysis of storm flow through existing waterways, urban communities, as well as existing or proposed flood control facilities and structures. Required modeling may include, but is not limited to, improved or natural open channels, streets, levees, drop structures, closed conduit systems, inlets, hydraulic junctions, street flow capacity, culvert design, and bridge/pier analysis. Firms shall be familiar with rainfall and hydrograph model inputs and incorporating the District's Hydrology Manual. Firms shall use topographic mapping provided by the District or, if not available, supplement with U.S. Geological Survey (USGS) or best available topography. All work shall be performed in accordance with District standards, District's Hydraulics Manual and any special criteria established by the District. Firms shall be able to estimate appropriate model inputs, including channel cross sections, roughness values from topographic data, aerial photographs, and field reconnaissance. Firms must be able to interpret model outputs, including, but not limited to, water surface elevations, depths, velocities, flow regimes, critical depth, and Froude number. Firms must prepare reports documenting the approach of the hydraulic analysis, discharges, depths, and velocities at identified points of interest, and prepare associated work maps and final exhibits.

Firms shall identify in their Service Category Qualifications what hydraulic modeling software packages their firm has expertise in from those listed in the District Accepted Software Memo, dated July 1, 2016 (can be found/accessed on the District's website by searching for Memo District Accepted Software). Of additional interest is firms with experience and expertise developing and running scale physical hydraulic models of complicated hydraulic structures that may be considered for construction.

Prospective firms shall indicate the qualifications, experience, licenses, certificates, and academic degrees that their employees, who will be performing these services, possess. All hydraulic modeling and reports must be stamped and signed by a Civil Engineer licensed in the State of California.

The District is also interested in understanding which firms have experience providing classroom like training on or more of the HEC RAS 1D and 2D.

Task A.3 Stream Geomorphology/Scour Assessment and Restoration

Firms responding to this Task must demonstrate that it has staff with expertise and applicable* experience to provide all of the following types of services, including any field investigations, hydrologic, and/or hydraulic

modeling necessary:

- Investigate and assess current conditions of stream systems to identify potential causes for geomorphic instability;
- Estimate the type and direction of future stream geomorphology based on existing conditions and anticipated future development;
- Estimate long term sediment transport;
- Provide a formal report containing detailed, project-specific, tailored recommendations for construction of localized scour protections, or for creek restoration projects that would establish geomorphic stability without compromising flood conveyance or maintainability. The expectation is that this report would provide all necessary information to facilitate development of plans for construction; and
- Evaluate flooding and debris flow risk to live and property due to post wildfire.

**Applicable experience must be for ephemeral stream systems in semi-arid/arid environments comparable to Riverside County.*

Task A.4 FEMA CLOMR/LOMR Preparation

Firms shall prepare hydrologic models and hydraulic models as described in Task A.1 and A.2, including a duplicate effective, corrected effective, existing, and proposed conditions model, as needed. Firms shall prepare the water surface elevation profiles, floodplain work-maps, and annotated FIRM panels.

Firms shall prepare MT-2 forms to include in a package to FEMA detailing the changes initiating the revised floodplain mapping. Prepare Conditional Letter of Map Revision (CLOMR) and a Letter of Map Revision (LOMR) application package to include hydrologic and hydraulic models, completed FEMA certification forms, floodplain work maps, revised flood profile, and annotated FIRM panels showing the revised floodplain. Firms shall coordinate with the District and FEMA to revise the CLOMR/LOMR based on review comments.

CLOMR/LOMR preparation for levees will include additional tasks. Firms shall review previous geotechnical reports and/or complete additional geotechnical analysis to determine whether the levee meets Title 44 of the Code of Federal Regulation, Section 65.10 (44 CFR 65.10) for mapping of areas protected by levee systems. Firms shall be able to determine whether the levee meets FEMA design criteria for slope stability, foundation stability, and settlement. Verify the levee meets the FEMA criteria for freeboard. Toe scour shall be calculated to determine embankment protection and foundation stability. Interior drainage analysis will involve determining whether high flow in the channel will flood interior areas due to backwater. Updated floodplain maps shall also include "without levee" floodplains analysis in case a levee does not meet 44 CFR 65.10.

Task A.5 Dam Inundation Study and Mapping

Firms shall be disciplined and capable of providing engineering services to develop a dam inundation study. These services include a hydrologic analysis, dam break analysis, hydraulic modeling, and appropriate dam inundation mapping limits based on multiple dam failure scenarios. Hydrologic modeling will be performed in accordance with the District's Hydrology Manual (dated April 1978) and HMR 58/59 to generate the Probable Maximum Flood (PMF). Dam breach analyses may utilize both actual dam characteristics and empirical equations for both fair weather and hydrologic scenarios. Using topographic mapping, develop hydraulic models that will dynamically route the spillway, and dam-breach hydrographs to the appropriate outfalls. Tasks would include preparation of a report, including the technical studies and inundation maps in accordance with Cal- EMA regulations and guidelines.

Task A.6 Post-Fire Hazard Assessment

Firms responding to this Task must demonstrate that it has staff with experience and technical capability to provide all of the following types of services, including any field reconnaissance, hydrologic and/or hydraulic modeling necessary:

- Collect and assess post fire work products from BAER Team, WERT Team, California Geologic

Survey, USGS, Cal Fire, and others to determine debris flow risk in watersheds that potentially impact developed areas;

- Investigate and assess current conditions of main watercourses for sediment loading, debris availability, size of visible debris in the channels, evidence of historic debris-flows, etc.;
- Topographic mapping shall be provided by the District or, if not available, prepare LiDAR mapping and/or topographic mapping;
- Experience and technical capability of developing two-dimensional hydraulic models using Flo-2D PRO or HEC-RAS 2D, or other District accepted programs. Firms shall be familiar with rainfall and hydrograph model inputs and incorporating the District's Hydrology Manual; and
- Provide a formal report, exhibits and GIS layers documenting methodologies, modeling analysis and results from other tasks to determine flood and debris flow risk.

Task A.7 NFIP, CRS and Floodplain Management Support

Riverside County participates in the National Flood Insurance Program (NFIP), which provides residents with access to NFIP flood insurance, and the companion Community Rating System (CRS) program, that gives residents a significant discount on their NFIP flood insurance policy premiums.

FIRMs responding to this task must demonstrate knowledge and experience with the 44 CFR §60, NFIP rules and regulations, CRS program, State building codes, including reviewing FEMA Elevation Certificate, community ordinance, permits activities. The services shall include the following, but not be limited to:

1. Preparation and support during NFIP and CRS audits by FEMA and State Department of Water Resources (DWR);
2. Review of updated CRS manual and recommendation on which policies County of Riverside can feasibly consider;
3. Review and update of floodplain ordinances as new regulations and County floodplain studies and policies are adopted;
4. Set up coordination meetings across County departments involved in NFIP process, such as, County Building and Safety and Coachella Valley Water District as needed to ensure compliance with CRS and NFIP obligations; and
5. Participate in review of submitted Elevation Certificates to ensure compliance with County of Riverside's CRS rating.

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 or 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 BABCOCK LABORATORIES, 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 F, 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 Million Dollars ($2,000,000) 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

BABCOCK AND WATER
LABORATORIES, INC.
6235 River Crest Drive, Suite H
Riverside, CA 92507
Attn: Angela Brown

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:
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

ATTEST:

KIMBERLY RECTOR
Clerk of the Board

By:
Deputy

(SEAL)

Consulting Services Agreement with Babcock Laboratories, Inc.
FY 2026-27 to FY 2030-31
04/14/26
RM:blj

JUN 0 2 2026 14.5

BABCOCK LABORATORIES, INC.
a California corporation

Tiffany Gomez

TIFFANY GOMEZ
President and CEO

Consulting Services Agreement with Babcock Laboratories, Inc.
FY 2026-27 to FY 2030-31
04/14/26
RM:blj

docusign

Certificate Of Completion

Envelope Id: B144BA6A-1E69-8D3B-81CF-8F408B0AD4FB
Status: Completed
Subject: Here is your signed document: Babcock Laboratories Inc. On-Call Super MEGA_FINAL 4.14.26.pdf
Source Envelope:
Document Pages: 44
Signatures: 1
Certificate Pages: 2
Initials: 0
AutoNav: Disabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Tiffany Gomez
PO Box 432
nil
Riverside,, CA 92502
tgomez@babcocklabs.com
IP Address: 69.104.61.117

Record Tracking

Status: Original
4/30/2026 12:22:06 PM
Holder: Tiffany Gomez
tgomez@babcocklabs.com
Location: DocuSign

Signer Events	Signature	Timestamp
Tiffany Gomez tgomez@babcocklabs.com CEO/President Babcock Laboratories Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 69.104.61.117	Sent: 4/30/2026 12:22:35 PM Viewed: 4/30/2026 12:22:40 PM Signed: 4/30/2026 12:23:56 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**
RaMa@Rivco.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/30/2026 12:23:58 PM
Cathy Iijima ciijima@babcocklabs.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/30/2026 12:23:58 PM
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/30/2026 12:22:35 PM
Certified Delivered	Security Checked	4/30/2026 12:22:40 PM
Signing Complete	Security Checked	4/30/2026 12:23:56 PM
Completed	Security Checked	4/30/2026 12:23:58 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 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 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 BENDER ROSENTHAL, 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 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

BENDER ROSENTHAL, INC.
2825 Watt Avenue, Suite 200
Sacramento, CA 95821
Attn: Renee Baur

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 Bender Rosenthal, Inc.
FY 2026-27 to FY 2030-31
04/15/26
RM:blj

JUN 0 2 2026 14.5

BENDER ROSENTHAL, INC.
a California corporation

RENEE BAUR
Chief Executive Officer

Consulting Services Agreement with Bender Rosenthal, Inc.
FY 2026-27 to FY 2030-31
04/15/26
RM:blj

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 BLACKBURN CONSULTING, 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 D, 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 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

BLACKBURN CONSULTING
11521 Blocker Drive, Ste 110
Auburn, CA 95603
Attn: John "Sean" Donovan

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 Blackburn Consulting
FY 2026-27 to FY 2030-31
04/14/26
RM:blj

JUN 0 2 2026 14.5

BLACKBURN CONSULTING
a California corporation

HAZE RODGERS
Vice President, Principal

Consulting Services Agreement with Blackburn Consulting
FY 2026-27 to FY 2030-31
04/14/26
RM:blj

Riverside_Flood-BlackburnAgreement

Final Audit Report 2026-05-05

Created:	2026-05-05
By:	Donald Blackburn (donaldb@blackburnconsulting.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPZCePZk7ckZqlia7TOMArfMmdy9vRy8p

"Riverside_Flood-BlackburnAgreement" History

Document created by Donald Blackburn (donaldb@blackburnconsulting.com)
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Document emailed to Haze Rodgers (hazer@blackburnconsulting.com) for signature
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Agreement completed.
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ATTACHMENT A

SERVICE CATEGORY CHECKLIST
GEOTECHNICAL AND POTHOLING

	TASK
D.1	Subsurface Soils Investigation and Engineering Analysis
D.2	Dam/Levee Design and Rehabilitation
D.3	Potholing and Utility Location

ATTACHMENT B
SCOPE OF SERVICES

Service Category D. GEOTECHNICAL AND POTHOLING

Task D.1 Subsurface Soils Investigation and Engineering Analysis

Firms responding to this Task must demonstrate relevant experience and appropriate licensure/certifications for providing the following types of Geotechnical Engineering Services, including performance of any necessary field investigations and lab testing that may be required to support design of flood control facilities.

Field Investigations and Engineering Recommendations for:

- Grading and site clearing that may be necessary for the construction of the Project
- Excavation and Rip ability
- Seismic Refraction Survey
- Potential Groundwater Impacts for the Project
- Allowable Bearing Capacity and Foundation Preparation/Ground Improvement
- Flexible and Rigid Pavement Design
- Unit weight for compacted fill
- Moisture content necessary to use excavated soils in Compacted Fill
- Soil classification and physical properties
- Lateral Earth Pressure for design or analysis of Earth Retaining Structures
- Maximum Modulus of Subgrade Reaction
- Slope Stability and Protection
- Seismic Stability and Liquefaction
- Seepage analysis
- Open and Braced Excavation (Shallow/Deep)
- Infiltration feasibility
- Corrosivity

Task D.2 Dam/Levee Design and Rehabilitation

The District is seeking firms with experience and qualifications in designing new Dams/Levees, as well as rehabilitating existing Dams/Levees.

Firms responding to this Task must demonstrate relevant experience and appropriate licensure for the types of work described below:

Most dams will be under the jurisdiction of California Department of Water Resources, Division of Safety of Dams (DSOD), thus, experience working with DSOD is desired. The consultant will be expected to lead a multidisciplinary team to perform work such as feasibility studies, site reconnaissance, and geotechnical/geologic investigations, seismic and stability analysis, embankment material sourcing and selection, seepage analyses, and mitigation, filter design, spillway and outlet works design, and analysis and mitigation of potential failure modes. The consultant may also be tasked to review, study, and analyze existing dams and provide recommendations and construction plans for rehabilitation measures.

With regard to levees, the consultant must have demonstrated experience in the design of earthen levees, slope protection, scour/toe protection, foundation requirements, embankment material, seepage analysis, slope stability, settlement analyses, levee transitions, etc. and design such structures to meet FEMA criteria. The consultant may also be tasked to investigate existing levees and prepare a report of the findings with recommendations for rehabilitation.

Task D.3 Potholing and Utility Location

Firms responding to this Task shall demonstrate relevant experience, licensure, and certifications for providing Underground Utility Potholing Services for District Capital Improvement Projects, including all of the following:

- Coordination with each of the utility companies, such as verifying utility type and material, ensuring protection of the utility during potholing, etc.;
- Secure any required encroachment permits, including design and implementation of any necessary temporary traffic controls as may be required by the local agency;
- Performance of air vacuum excavation "Air Knife" pothole technology or other appropriate investigative methods;
- Detailed reports, including ALL of the following:
  - Size and dimensions of utility and/or encasement;
  - Type and material of utility;
  - Depth to top and bottom of utility;
  - Digital photographs of utility;
  - Thickness and type of all paving materials; and
  - Additional conflicts/observations such as previously unidentified utilities, unusual subsurface conditions, utility encasements, etc.
- Traffic control approved by local or State transportation agency; and
- Restoration of the property, pavement, landscaping, etc. following potholing.

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 BURKE, WILLIAMS & SORENSEN, 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

JUN 0 2 2026 14.5

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 Hundred Thousand Dollars ($100,000) 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	BURKE, WILLIAMS & SORENSEN, LLP 444 South Flower Street, 40th Fl. Los Angeles, CA 90071 Attn: Alan A. Sozio

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: 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 Burke, Williams & Sorensen, LLP
FY 2026-27 to FY 2030-31
04/15/26
RM:blj

JUN 0 2 2026 14.5

BURKE, WILLIAMS & SORENSEN, LLP
a California limited liability partnership

JOHN J. WELSH
MANAGING PARTNER

Consulting Services Agreement with Burke, Williams & Sorensen, LLP
FY 2026-27 to FY 2030-31
04/15/26
RM:blj

ATTACHMENT A

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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