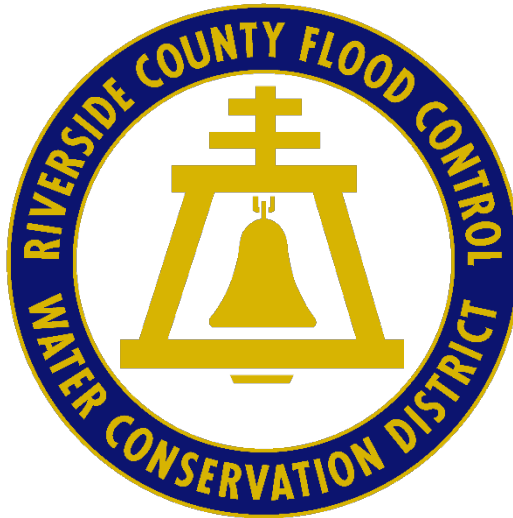


REQUEST FOR QUALIFICATIONS (RFQ)
for
2022 Professional Services On-Call List



ADDENDUM NO. 2

August 3, 2021

Administrator:

Marilyn Weisenberg, Administrative Services
Purchasing Supervisor, Finance Division
Riverside County Flood Control
and Water Conservation District
1995 Market Street
Riverside, CA 92501
Telephone: 951.955.4348
Email: mcweisen@rivco.org

ADDENDUM NO. 2

1.0 This addendum is considered to be part of the RFQ. All other terms of the RFQ remain unchanged and in effect. This addendum is intended to provide additional information and/or to change requirements in the above referenced RFQ. Any information contained herein will be considered part of the RFQ and as such will be used in the evaluation of the RFQ responses. If you have already submitted your proposal prior to the RFQ closing date, please review this addendum and resubmit your proposal should this addendum modify your initial RFQ response.

2.0 SELECTION SCHEDULE CHANGE IN DATES

	The tentative schedule and sequence of this RFQ is as follows:	
	Issuance of this RFQ	July 8, 2021
	Deadline for Submission of Questions to the District*	<u>July 27, 2021</u>
	Responses to Questions**	<u>August 3, 2021</u>
	Deadline for Submission of SOQ	<u>August 20, 2021 1:30 pm</u> <u>Pacific Standard Time</u>
	Notification to Firms	September 30, 2021
	Approval of the Pre-Qualified On-Call List by District's Board of Supervisors	June 2022 with a contract effective date of July 1, 2022

**Submit all questions via email to Marilyn Weisenberg @ mcwesisen@rivco.org.*

***Responses will be posted under 'Public Notices' on the District's website www.rcflood.org.*

3.0 QUESTIONS WITH RESPONSES.

- 1. Are Proposers required to submit copies of licenses (e.g. PE Licenses) and certifications for the proposed personnel? No, the copies of licenses and certifications are not required, but they should be listed within each resume.**
- 2. Under Task K.1 CIP Project Management, the second paragraph refers to Tasks B.1 and B.2. Is this a typo and should be referring to Tasks K1 and K2? Also under Task K.2 Design of Flood Control Facilities (Full PS&E) the second paragraph refers to Task B.2 and Task B.1. Is this a typo**

and should be referring to Tasks K.1 and K.2 or is the RFP referencing the structural service area (B)? *These are "typos" and they should read as K1 and K2.*

3. **Under each service area there are multiple tasks, do we need to submit on each one to qualify?** *No, only check the applicable boxes.*
4. **Under Service Area F, there are tables to complete for task F4, but the other tasks do not have tables. Are we supposed to provide text for those tasks that do not have tables to complete? If so, how many pages will be allotted for these sections, since the tables are not included in the page count?** *Every Task in Category F has a corresponding Table/checklist to complete.*
5. **Under Section 2 for service area F, should we include subcontract laboratory information? In other words, should we include a resume for laboratories? Normally laboratories only perform analytical work, and we would not include a resume?** *Please do not include a resume for the laboratories. Historically the laboratories have been listed in the Firms organizational chart and this is acceptable.*
6. **On page 6 of the RFQ, Section 1: Service Category Checklist, Table 3: Checklists for each Service Category, for Service Category A, it says an Additional Checklist to include in this section is Table A-2. Although, on page 7 of the RFQ, Section 3: Record of Past Performance, Table 5: Summary Record of Past Performance Tables, for Service Category A, it says to provide the Summary Record of Past Performance Table, which is also Table A-2. Do you want Table A-2 included in Section 1, Section 3, or both?** *The Record of Past Performance is to be included in each Category submitted. Pages 6 & 7 are informational and samples, the actual tables are within each category in Attachment A.*
7. **Can the same company be included on multiple teams as a sub or a prime?** *Yes, this is acceptable.*
8. **Is a Cyber Security Liability Insurance needed for this on-call?** *Upon review of the categories, it does not appear that Cyber Liability Insurance will be applicable.*
9. **The Summary Record of Past Performance Tables (table 2 for each category) has 16 lines for projects. Is it required to list all 16 projects or is that the maximum?** *It is the maximum, the Record of Past Performance should be limited to one page.*
10. **Are we allowed to use a font size smaller than 11 (e.g. size 9) in the organizational chart and tables?** *Font size 11 is preferred but the District will allow font size 9, but no smaller.*
11. **Is it required that each anticipated Subconsultant submit an SOQQ and provide their DIR #?** *No, it is not required, only the submitting firm should provide a full SOQQ with their own DIR#.*

- 12. What is the Criteria Rating % (percentage / amount) for each of the following categories: Personnel, Technical Competence and Qualifications; Relevant Experience, Competence and Past Performance; Location/Local Experience?** *Experience and Past Performance 20%. Experience Technical Competence and Qualifications 40%. Location/Local Experience 10%. Overall Impression 30%*
- 13. For Section V. Forms: The link provided does not include additional attachments nor forms rather, the RFQ as a single document for download. Are there other forms that are available for download that are not already incorporated into the RFQ?** *The RFQ /SOQ has been provided in both the word format and as a pdf. The word document allows you to complete the forms, checklists and tables*
- 14. For Section VI. SOQ Package Requirements: Are table of content and dividers allowed to be included in the SOQ Package?** *Yes, they will be allowed.*
- 15. For Section VI. SOQ Package Requirements, item number two (2): Are firms for the Construction Oversight and Management Service Category required to carry Aviation Liability Insurance and Cyber Liability Insurance?** *Upon review it does not appear to require either Aviation Liability or Cyber Liability Insurance*
- 16. For Attachment A - Service Categories and Checklists, Service Category C. Construction Oversight and Management, Task C.1 Full-Service Construction Management: Are firms limited to the roles identified (i.e., Construction Manager, Field Inspector and Materials Testing and Analysis)?** *They are not limited to the roles identified, but these roles must be present.*
- 17. For Attachment A - Service Categories and Checklists, Service Category C. Construction Oversight and Management: The page that follows A-8 is A-10. Is Page A-9 missing?** *The page is not missing, there is an error in the page numbering throughout Attachment A however all pages are present and accounted for.*
- 18. For Attachment A – Service Categories and Checklists, Service Category C. Construction Oversight and Management, Table C-1 Service Category Checklist Construction Oversight and Management: Is the table to be included as a stand-alone attachment or are firms permitted to include additional information (e.g., further details to describe firm and subconsultants' qualifications and experience) using the blank spaces surrounding the table?** *Further details are allowed but limited to the one page that includes the Table/Checklist.*

4.0 REVISED SAMPLE AGREEMENT (REPLACES THE ORIGINAL IN THE RFQ)

CONSULTING SERVICES AGREEMENT FY
2022-23 to FY 2025-26

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION

DISTRICT, a body politic, hereinafter called "DISTRICT", and NAME OF COMPANY, [insert legal capacity] 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 X and X, as further described in "Service Categories & Tasks", attached hereto and incorporated herein as Attachment "A", in accordance with applicable federal, state and local laws and regulations.

2. SCOPE OF SERVICES

As requested by DISTRICT, CONSULTANT shall provide those services as described in the "Scope of Services", attached hereto and incorporated herein as Attachment "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 the CONSULTANT is selected pursuant to Attachment "A". In the event DISTRICT finds CONSULTANT's proposal acceptable, DISTRICT may issue one or more Task Orders, the form of which shall generally conform with the "Task Order Approval Form" (attached hereto and incorporated herein as Attachment "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 of any subsequent Task Order(s)

3. PERSONNEL

A. Project Manager

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

B. CONSULTANT's Representative

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

C. Substitution of Key Personnel

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

4. TERM

The term of this Agreement shall become effective on July 1, 2022 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, 20XX and is to be completed by June 30, 20XX.

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 maximum amount of any Task Order approved pursuant to this Agreement shall not exceed (\$XXXX). The cumulative total of all task orders shall not exceed \$XXXX over the entire term of this Agreement.

6. PAYMENT

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

CONSULTANT shall keep employee and expense records according to customary accounting methods and such records shall, upon request, be available for inspection by DISTRICT to verify CONSULTANT's invoices. CONSULTANT's invoices shall itemize charges to conform with the Compensation/Fee Rate Schedule negotiated for the specific Task Order. DISTRICT shall notify CONSULTANT of any disputed charges within thirty (30) days of receipt of CONSULTANT's invoice. **The 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 the 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 the DISTRICT no later than the 15th day of the month following the end of the Billing Period. Periodic single invoices shall be mailed within 45 business days of Task Order completion. Incomplete invoices will be returned to CONSULTANT for correction.

8. PROJECT PERFORMANCE

A. Commencement of Services

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

B. Time of Completion

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

9. LICENSES

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

10. STANDARD OF CARE

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

[FOR DESIGN PROFESSIONALS]

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.

[FOR PHOTOGRAMMETRY]

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

[FOR REAL ESTATE SERVICES – APPRAISAL, RELOCATION, RIGHT OF WAY]

If, pursuant to this Agreement, CONSULTANT is providing Real Estate Services, the CONSULTANT 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	NAME OF COMPANY
1995 Market Street	ADDRESS
Riverside, CA 92501	CITY, ST ZIP
Attn: Finance Division	Attn: NAME OF CONTACT

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 insureds. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

- C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name DISTRICT as additional insureds.
- D. Professional Liability: CONSULTANT shall maintain Professional Liability Insurance providing coverage for CONSULTANT's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONSULTANT's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONSULTANT shall purchase at its' sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue for as long as the law allows.
- E. *[If Applicable, Insurance Requirements for Aviation Services Including Unmanned Aircrafts (Drones)]*

Coverage shall be at least as broad as: Aviation Liability Insurance on an "occurrence" basis, including products and completed operations, property damage, and bodily injury with limits no less than \$2,000,000 per occurrence, and \$4,000,000 in the aggregate. This coverage may also be provided by endorsement to a Commercial General Liability policy as describe in section 14.B of this agreement.

E. [If Applicable, Cyber Liability Insurance]: CONSULTANT shall maintain Cyber Liability Insurance providing coverage for the CONSULTANT's performance of work included within this Agreement, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONSULTANT in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property including, but not limited to, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, exhortation and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

G. 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 the DISTRICT's Risk Manager. If the 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 the DISTRICT 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 the 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 the DISTRICT Risk Manager, provide original certified

copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) 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 the DISTRICT 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.

[FOR REAL ESTATE SERVICES]

WORK PRODUCT – Unless otherwise stated in DISTRICT approved scope of services, CONSULTANT shall provide DISTRICT with a minimum of (i) three (3) original paper copies; and (ii) one (1) 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.

[FOR PHOTOGRAMMETRY]

WORK PRODUCT - CONSULTANT shall provide DISTRICT with all data, imagery, analog photography, LiDAR 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, imagery, analog photography, LiDAR 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. [FOR REAL ESTATE SERVICES]

REPORTS DUE DATE – CONSULTANT shall submit the completed data, appraisal report(s), files, materials, policies, records for each property owner, tenant, lessee, displacee, relocatee for residential real estate transactions and /or non-residential real estate transactions, and all copies to DISTRICT no later than fifteen (15) 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

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

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

In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for all services performed in accordance with this Agreement to the date of termination, a total amount which bears the same ratio to the total maximum fee otherwise payable under this Agreement as the services actually bear to the total services necessary for performance of this Agreement. Notwithstanding any of the other provisions of this Agreement, CONSULTANT's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, or a willful or material breach of this Agreement by CONSULTANT; or in the event of CONSULTANT's unwillingness or inability for any reason whatsoever to perform the

duties hereunder; or if the Agreement is terminated pursuant to Section 29 (NON-DISCRIMINATION). In such event, CONSULTANT shall not be entitled to any further compensation under this Agreement. The rights and remedies of DISTRICT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Approved Task Order

Terminate an approved Task Order or portion thereof without cause upon providing CONSULTANT fourteen (14) 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.

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 or in his/her absence, his/her duly authorized

representative ("Authorized Signatory"). Any changes to the approved scope of services must be authorized by DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, and shall be made in accordance with Section 23 (CHANGES TO TASK ORDER SCOPE OF SERVICES).

All work prepared by CONSULTANT shall be subject to the approval of DISTRICT's Project Manager. CONSULTANT shall allow Project Manager to inspect and review CONSULTANT's work in progress at any reasonable time. All reports, working papers, and similar work products prepared for submission in the course of providing services under this Agreement shall be submitted to the Project Manager in draft form. In the event that Project Manager, in his or her sole discretion, determines the formally submitted work product to be incomplete or otherwise inadequate, CONSULTANT may be required to revise and resubmit the work at no additional cost to DISTRICT. Should CONSULTANT fail to make requested corrections in a timely manner, such corrections

may be made by DISTRICT, and the cost thereof charged to CONSULTANT. Neither DISTRICT's review nor approval shall give rise to any liability or responsibility on the part of DISTRICT, or waive any of DISTRICT's rights, or relieve CONSULTANT of its professional responsibilities or obligations under this Agreement.

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, or in his/her absence by Authorized Signatory. If, at any time during the performance of an approved Task Order, CONSULTANT believes that it is necessary to include certain work or services which are not clearly covered under the scope of an approved Task Order, CONSULTANT shall immediately notify the Project Manager in writing of CONSULTANT's assertion that the work is out of scope. Said notification by CONSULTANT to the Project Manager shall not in any way be construed as proving that the work or services in question are outside the scope of the Task Order. The Project Manager must approve or reject CONSULTANT's assertion in writing. In the event the Project Manager determines that CONSULTANT is correct, the additional work or services shall be authorized by a new or revised Task Order that covers the new scope, cost and schedule. In the event that such notification is not given or if the Project Manager is not afforded an opportunity to negotiate

the appropriate fee for such additional services prior to CONSULTANT's commencement of such additional services, then CONSULTANT shall be deemed to have agreed to perform the work or services without any additional compensation and to have accepted sole responsibility for the performance of said work or services. Extra work done or services performed without a new or revised Task Order from DISTRICT's General Manager-Chief Engineer or in his/her absence by Authorized Signatory shall be considered unauthorized and shall not be paid for by DISTRICT.

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

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

24. DISPUTES

- i. In the event CONSULTANT considers any work demanded of CONSULTANT to be outside the requirements of this Agreement, or if CONSULTANT considers any order, instruction or decision of DISTRICT to be unfair, CONSULTANT shall promptly,

upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon CONSULTANT shall proceed without delay to perform the work or to conform to the order, instruction or decision. However, if CONSULTANT finds such order, instruction or decision unsatisfactory, CONSULTANT shall, within twenty-one (21) calendar days after receipt of same, file a written protest with DISTRICT stating clearly and in detail its objections and reasons therefor. Except for such protests or objections as are made of record in the manner specified and within the time stated herein, and except for such instances where the basis of a protest could not reasonably have been foreseen by CONSULTANT within the time limit specified for protest, CONSULTANT hereby waives all grounds for protests or objections to orders, instruction or decisions of DISTRICT and hereby agrees that, as to all matters not included in such protests, the orders, instructions and decisions of DISTRICT will be limited to matters properly falling within DISTRICT's authority.

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

For any of the above events not deemed as an assignment, such events shall require written notice to DISTRICT at least 30 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 Subconsultants, or their respective employees, agents, representatives, or independent contractors or liability whatsoever, based or asserted upon any services of CONSULTANT, its officers, employees, contractors, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death, or any other element of any kind or nature whatsoever arising from the performance of CONSULTANT, its officers, employees, contractors, subcontractors, agents or representatives ("Indemnitors") from this Agreement.

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

CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractors of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this contract and arising out of work performed for DISTRICT pursuant to this Agreement. The Indemnitees shall be entitled to

the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph 31. B. below.

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

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

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

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

B. Indemnity for Design Professionals:

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

As respects each and every indemnification herein, CONSULTANT shall defend and pay, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, and 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, willful misconduct of CONSULTANT. The cost for defense shall apply whether or not CONSULTANT is a party to the lawsuit, and shall apply whether or not CONSULTANT is

directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.

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

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim with the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnitees as set forth herein.

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

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

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

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

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 10 days of notification of award of Agreement when required by EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of CONSULTANT to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of CONSULTANT to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONSULTANT has any questions concerning this reporting requirement, please call 916.657.0529. CONSULTANT should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov
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. DELEGATION OF AUTHORITY – Upon execution of this Agreement and in DISTRICT's General Manager-Chief Engineer's absence, the Chiefs of DISTRICT's various Divisions: Planning, Design and Construction, Finance, Watershed Analytics, Operation and Maintenance, Regulatory, Survey and Mapping and Watershed Protection, are designated as Authorized Signatory(ies) and shall be authorized to sign and approve Task Orders issued under this Agreement. This authority is given only for Task Orders that directly impact or relate to the Division of the Chief holding the signatory authority. Any changes to the approved scope of services of a Task Order issued under this Agreement must be authorized by DISTRICT's General Manager-Chief Engineer or in his/her absence by Authorized Signatory, and shall be made in accordance with Section 23 (CHANGES TO TASK ORDER SCOPE OF SERVICES). The duration of this delegation shall not exceed the Term of Agreement.
35. RECORD RETENTION/AUDIT – CONSULTANT shall retain complete and accurate records relating to all reports, documents and related records documents including records related to the nature and extent of CONSULTANT's costs incurred while providing services authorized under this Agreement for at least five (5) years following the termination of this Agreement. These records shall, upon request, be made available for inspection by DISTRICT.

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

36. 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.

37. 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.
38. 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.

Riverside County Flood Control
And Water Conservation District

Request for Qualifications (RFQ)
2022 On-Call Professional Services, Addendum No. 2
Closing Date: 08/20/2021 on or before 1:30 p.m. PST

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

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By: _____ By: _____

JASON E. UHLEY
General Manager-Chief Engineer

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

APPROVED AS TO FORM:

ATTEST:

GREGORY PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By: _____

By: _____

SYNTHIA M. GUNZEL
Chief Deputy County Counsel

Deputy

(SEAL)

NAME OF CONSULTANT

Signature of Responsible Officer

Printed Name

Title

