MASTER AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

Engineering and Related Services for Water Resources, Engineering Planning and Design, Construction Management, Supervisory Control and Data Acquisition (SCADA), Landscape Architectural Design, and Water Conservation Services for Various Water Projects

GEOTEK, INC.

THIS MASTER AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES ("Agreement") is made and entered into this 20th day of March, 2018 ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and GEOTEK, INC., a Nevada corporation ("Consultant"), referred to collectively the "Parties."

RECITALS

A. WHEREAS, City requires the services of a consultant to provide engineering and related services for water resources, engineering planning and design, construction management, supervisory control and data acquisition (SCADA), landscape architectural design, and water conservation services for various water projects; and

B. WHEREAS, City issued a Request for Qualifications ("RFQ") for the purposes of establishing a panel of consultants experienced in providing engineering and related services for water resources, engineering planning and design, construction management, SCADA, landscape architectural design, and water conservation services for various water projects; and

C. WHEREAS, Consultant has the necessary experience in providing engineering and related services for water resources, engineering planning and design, construction management, SCADA, landscape architectural design, and water conservation services for various water projects; and

D. WHEREAS, Consultant has submitted its qualifications to the City and has affirmed its willingness and ability to provide such services.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, City and Consultant agree as follows:

AGREEMENT

1. SCOPE OF SERVICES.

1.1 Retention of Consultant. City hereby retains Consultant to perform, and Consultant agrees to render, technical and professional services, including labor, material, equipment, supervision and expertise for providing engineering and related services for water resources, engineering planning and design, construction management, SCADA, landscape architectural design, and water conservation services for various water projects, as set forth in the RFQ attached hereto as Exhibit "A." Services may also include coordination of projects with other agencies, construction inspection and administration and project management.

1.2 Assigned Project. During the term of this Agreement, Consultant shall have the opportunity to submit proposals for various Capital Improvement Projects ("Assigned Projects"). The scope of work for the project will be defined in a Request for Proposals ("RFP") issued by City. All proposals submitted, shall be reviewed by the City and a single consultant will be selected to perform the services for the project. Acceptance of Consultant's proposal shall be made in the form of a Supplemental Agreement for Assigned Project (see Attachment I). However, nothing in this Section 1.2 shall prohibit City from awarding a Supplemental Agreement to a single consultant without issuance of an RFP when it is in the City's best interest.

Execution of this Agreement by Consultant and/or the submission of proposals for City Assigned Projects does not guaranty the award of a Supplemental Agreement.

2. PERSONNEL.

2.1 Consultant's Representative. Consultant shall appoint a Consultant's Representative for each Assigned Project who shall coordinate all aspects of each Assigned Project. Consultant's Project Representative shall be available to City at all reasonable times. Consultant may appoint another equally qualified person as Project Representative upon written notice to City. City reserves the right to reject the substitute Project Representative if it determines that the Project Representative is not sufficiently qualified.

2.2 Substitution of Key Personnel. Consultant shall advise City of the key personnel who will perform each Assigned Project at the time of its award. Should one or more such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval by City. In the event that City and Consultant cannot agree as to the substitution of the key personnel, City shall be entitled to terminate this Agreement for cause, pursuant to the applicable provisions of this Agreement.

2.3 Project Manager. For each Assigned Project, the City shall designate a representative who shall act as the City's Project Manager ("Project Manager") for purposes of carrying out this Agreement. The Project Manager shall have authority to act on behalf of City for all purposes under this Agreement. City shall provide written notice to Consultant of any change in Project Manager for a given Assigned Project.

3. **TERM.** The term of this Agreement shall become effective on the date first written above, and shall remain in effect through:

a. May 1, 2021; or

b. The required date for completion of an Assigned Project, provided that such project was assigned prior to May 1, 2021.

Upon expiration of this Agreement and mutual consent of the Parties, this Agreement may be extended for one additional one-year term.

4. **CONSULTANT'S COMPENSATION.**

4.1 Services. Consultant shall receive compensation for all services rendered under this Agreement at the rates negotiated for the Assigned Project, and set forth in the Supplemental Agreement for Assigned Project. The total amount to be paid to Consultant for all Assigned Projects, over the initial three-year term of this Agreement, shall not exceed Seven Hundred and Fifty-Thousand Dollars ($750,000).

4.2 Extra Services. Payment for Extra Services shall be negotiated between City and Consultant on the basis of the Professional Hourly Rates schedule negotiated for the Assigned Project.

5. **PAYMENTS TO CONSULTANT.**

5.1 Basic Services.

a. Partial payments shall be made in accordance with the Compensation Schedule attached to the Supplemental Agreement for each Assigned Project. Payments shall be processed no more than once per month.

b. City shall pay Consultant all undisputed balances on invoices within sixty (60) days of receipt, and shall notify consultant of any disputed amounts within thirty (30) days of receipt.

5.2 Extra Services. Payments for approved Extra Services as provided herein shall be made monthly as Extra Services are rendered and expenses incurred.

5.3 Reimbursements. Reimbursement for costs incurred and other expenses shall be made to Consultant within sixty (60) days of City's receipt and approval of invoices.

5.4 Limitation. No payment for any work or services performed by Consultant shall exceed the limits established herein.

6. **PROJECT PERFORMANCE.**

6.1 Commencement of Services. Consultant shall commence the services for each Assigned Project on the date specified in a Notice to Proceed, which shall be issued by the Project Manager within ten (10) calendar days after the assignment of a given project.

6.2 Time of Completion.

a. Time is of the essence of this Agreement and all Assigned Projects.

b. The project completion time will be as designated in the Notice to Proceed for each Assigned Project.

c. Consultant shall have all plans and/or documents one hundred percent (100%) complete and ready for City's review within the number of calendar days specified in the Notice to Proceed for any given Assigned Project.

7. **FAILURE TO PERFORM.** Failure of Consultant to complete the services within the time allowed and in the manner herein provided shall constitute a material breach of this Agreement and may result in the Agreement being immediately terminated by City.

8. **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 Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising Consultant's professional skill and expertise. Consultant represents and maintains that Consultant is skilled in the technical calling necessary to perform all services, duties and obligations required by this Agreement and to fully and adequately complete each Assigned Project.

9. **BASIC SERVICES OF CONSULTANT.** The scope of services to be provided for a given project shall be defined for each Assigned Project. Any changes to the scope of services must be authorized by the Public Works Director or Project Manager, and shall be made in writing.

9.1 Right to Preliminary Review. All work prepared by Consultant shall be subject to the approval of the 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, or any Supplemental 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 inadequate, Consultant may be required to revise and resubmit the work at no additional cost to City. Should Consultant fail to make requested corrections in a timely manner, such corrections may be made by City, and the cost thereof charged to Consultant.

9.2 Monthly Progress Reports. On a monthly basis, Consultant shall submit a written progress report, in a form determined by City, which shall indicate the progress achieved

during the previous month in relation to the Project Schedule for the Assigned Project. The timely submission to the Project Manager of up-to-date monthly progress reports by Consultant shall be a condition precedent to receipt of any payments otherwise due from City.

9.3 Appearance at Hearings. If and when required by City, Consultant shall render assistance at public hearings or other meetings related to the review and approval of the Assigned Project, or as necessary to perform the services.

10. **INDEPENDENT CONTRACTOR.** At all times during the performance of the services, Consultant and Consultant's agents and employees shall act in an independent capacity and not as officers, employees or agents of City. Consultant's employees and agents shall under no circumstances be considered or held to be employees or agents of City, and City shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of them or Consultant. City retains Consultant on an independent contractor basis. Consultant is not an employee of City.

10.1 Control and Payment of Subordinates. The personnel performing the services under this Agreement, or any Supplemental Agreement, on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement, or any Supplemental Agreement, and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

10.2 Subordinates and Subconsultants. Consultant shall employ, at Consultant's own expense, technicians and professionals properly skilled in the various aspects of the design, engineering and construction administration of facilities required. If subconsultants are engaged for any portions of the services, Consultant shall advise the Project Manager in writing of their selection prior to their performance of work. The Project Manager shall have the authority to approve or reject the use of any subconsultant for any of the services.

11. **LICENSES**

11.1 State Professional Licenses. Consultant represents and warrants to City that Consultant and all subconsultants have all licenses, permits, qualifications and approvals of whatever nature which are legally required to practice its profession. Consultant further represents, that Consultant shall maintain all such licenses and approvals in full effect during the term of this Agreement.

11.2 Local Licenses. Consultant and all subconsultants shall secure a local business license (Business Tax Registration) to operate in the City of Riverside.

12. **EXTRA SERVICES OF CONSULTANT.** At any time during the term of this Agreement, City may request that Consultant perform Extra Services. Consultant shall not perform Extra Services until receiving written authorization from the Project Manager. Any

work which is determined by City to be necessary for the proper completion of the Assigned Project, but which neither Consultant nor City reasonably anticipated would be necessary when the scope of services for the Assigned Project was developed, and for which the fees and time of completion for such services were negotiated in advance of the work, shall be paid for by City as "Extra Services" provided that the Extra Services are authorized in writing by the Project Manager prior to Consultant's commencement thereof.

13. **DISPUTED WORK.** In any case where Consultant believes that necessary work or services are not clearly covered in this Agreement, or any Supplemental Agreement, or have not been ordered in writing by the Project Manager as Extra Services, Consultant shall immediately notify the Project Manager in writing of Consultant's belief that the work or services should be paid for as Extra Services before Consultant begins the work or services. If such notification is not given, or if the Project Manager is not afforded an opportunity to negotiate the appropriate fee for such Extra Services, then Consultant shall be deemed to have agreed to perform the work or services without any additional charges to City therefor.

Such notice by Consultant to the Project Manager shall not in any way be construed as proving that the work or services in question are Extra Services. The notice must be approved or rejected by the Project Manager, and if the Project Manager determines that Consultant is correct, the work or services shall be allowed and paid for as Extra Services.

14. **UNAUTHORIZED WORK.** Any work done or services performed without written authority from the Project Manager shall be considered unauthorized and shall not be paid for by City.

15. **TERMINATION OF AGREEMENT.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement, or any Supplemental Agreement, at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

15.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

15.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

15.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

15.2.2 City decides to abandon or postpone the Project.

15.3 Recommencement. If the City should determine to complete an Assigned Project, or a substantially similar project, following termination of this Agreement, City shall have the right to utilize any of the drawings, specifications, Opinions of Probable Project Construction Costs and other construction bid documents prepared under this Agreement, or any Supplemental Agreement, by Consultant without additional compensation to Consultant.

16. **PROJECT SCHEDULE.** Consultant shall prepare and submit a final time schedule for all major phases of each Assigned Project to the City within five (5) calendar days following City's issuance of a Notice to Proceed for said project. This schedule shall reflect the project completion time allowed and the overall schedule included in the Consultant's proposal. The schedule will be subject to revision for delays caused by conditions beyond the control of Consultant, and delays which Consultant cannot reasonably foresee. The Project Manager shall be promptly notified of all delays. Should Consultant determine that a schedule modification is necessary, Consultant shall promptly submit a revised Project Schedule for Project Manager's review and approval of the anticipated delay.

17. **ACCOUNTING RECORDS OF CONSULTANT.** Records of Consultant's direct personnel, reimbursable expenses pertaining to any Extra Services, and records of accounts between City and Consultant shall be made and kept by Consultant on a generally recognized accounting basis and shall be made available to City or its authorized representatives at all reasonable times for inspection and copying.

18. **INDEMNIFICATION.**

18.1 Design Professional Defined. For purposes of this Agreement, "Design Professional" includes the following:

A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.

B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.

C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.

D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

18.2 Defense Obligation for Design Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all

claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of this Agreement, or any Supplemental Agreement hereto, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

18.3 Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of this Agreement or any Supplemental Agreement hereto, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

18.4 Defense Obligation for Other than Design Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: (1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or (2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

18.5 Indemnity for Other than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense

(including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement or any Supplemental Agreement hereto, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

19. **INSURANCE.**

19.1 General Provisions. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager, or his designee, unless such modification is prohibited by law.

19.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations herein.

19.1.2 Ratings. Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

19.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

19.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

19.2 Workers' Compensation Insurance. By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2)

a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days prior written notice before modification or cancellation thereof.

19.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

19.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than $1,000,000 per occurrence and a general aggregate limit in the amount of not less than $2,000,000.

19.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than $1,000,000 per occurrence and an aggregate limit of not less than $1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement and any Supplemental Agreement hereto, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non- Consultant owned vehicles and hired vehicles.

19.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for services performed by and on behalf of the named insured for the City of Riverside.

19.3.4 The insurance policy or policies shall also comply with the following provisions:

a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement or any Supplemental Agreement hereto.

b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City.

19.4 Errors and Omissions Insurance. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain in force during the term of this Agreement, professional liability or errors and omissions liability insurance in the minimum amount of $1,000,000, unless otherwise waived by the City's Risk Manager. Coverage as required in this Section shall apply to liability for a professional error, act, or omission arising out of the scope of Consultant's services as defined in this Agreement or any Supplemental Agreement.

20. **SUBCONTRACTORS' INSURANCE.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss, that may be caused by the subcontractors' scope of services and activities provided in furtherance of this Agreement or any Supplemental Agreement hereto, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that subcontractors have obtained insurance policies and coverages required by this section.

21. **REPRODUCTION OF DOCUMENTS.**

21.1 Review Documents. Consultant shall provide City, in the number reasonably required by City, Consultant's proposed final construction bid documents for the review and approval by the public agencies having jurisdiction over the Assigned Project.

21.2 Final Approved Construction Documents. Consultant shall furnish the City the number of reproductions of the final approved construction bid documents necessary for use by City in obtaining construction bids and completing construction of the Assigned Project.

22. **OWNERSHIP OF DOCUMENTS AND COPYRIGHTS.**

22.1 Ownership of Documents. All work and contract deliverables prepared pursuant to this Agreement or any Supplemental Agreement hereto, by Consultant, including, but not limited to, drawings, specifications, sketches, calculations, estimates, data, charts, models, reports, maps, computer programs, software or other contract deliverables, whether in written form, electronic, digital or otherwise ("Project Documents"), shall be and remain the property of City and shall be delivered to City whenever requested. Consultant shall not release to others information furnished by City without prior express written approval of City.

22.2 Work-For-Hire; Ownership of Copyrights. Consultant agrees that any work prepared for City that is eligible for copyright protection in the United States or elsewhere shall be a "work made for hire" as that term is used in the laws of the United States regarding copyrights. Consultant understands that the City shall be deemed the author of any and all such work, the City may register copyrights in the City's name, and the work made for hire is the exclusive property of the City. Consultant agrees to sign upon request any documents affirming that work created by Consultant at the direction of the City is work made for hire and belongs exclusively to the City. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced including, without limitation, any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

23. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon City and its successors and upon Consultant and Consultant's successors and assigns. Neither this Agreement, nor any part hereof, nor any monies due or to become due hereunder may be assigned by Consultant without the prior written consent of City, which consent shall not be unreasonably withheld.

24. **NONDISCRIMINATION.** During Consultant's performance of this Agreement or any Supplemental Agreement, Consultant and Consultant's subconsultants shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical handicap, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, age, sex, genetic information, gender, gender identity, gender expression or sexual orientation in the selection and retention of employees and subconsultants and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Consultant shall also comply with the Americans with Disabilities Act.

25. **FULL COMPENSATION.** The consideration payable to Consultant as provided herein shall be compensation in full for all of Consultant's services and expenses incurred in the performance of the services, including travel and per diem, unless otherwise expressly provided.

26. **AMENDMENTS.** This Agreement may be amended and/or extended upon mutual agreement of the Parties, subject to the approval of the City Manager and the availability of budgeted funds. Any amendment/extension requiring a supplemental appropriation shall be approved by the City Council.

27. **CONFLICT OF INTEREST.** Consultant, for itself and on behalf of its key personnel, represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Assigned Projects affected by the above-described services. Consultant further warrants that neither Consultant, nor its key personnel have any real property, business

interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

28. **SOLICITATION.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement or any Supplemental Agreement hereto, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement or any Supplemental Agreement hereto. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

29. **GENERAL COMPLIANCE WITH LAWS.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement or any Supplemental Agreement hereto. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the services herein and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside. This includes compliance with prevailing wage rates and their payment in accordance with the California Labor Code.

30. **OFFSETS.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

31. **VENUE AND ATTORNEYS' FEES.** Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this Agreement or any Supplemental Agreement hereto shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement, any Supplemental Agreement hereto, or to recover any damages for and on account of the breach of any term or condition of this Agreement or any Supplemental Agreement hereto, it is mutually agreed that each party shall bear their own attorneys' fees.

32. **PREVAILING WAGE.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages

determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

33. **NOTICES.** Service of any notices, bills, invoices or other documents required or permitted by this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

City	Consultant
City of Riverside Public Utilities Department Attn: Public Utilities Director 3750 University Avenue, 3rd Floor Riverside, CA 92501	GeoTek, Inc. ATTN: Steven D. Runyan 1548 North Maple Street Corona, CA 92880

34. **WAIVER.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement or any Supplemental Agreement hereto, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be otherwise agreed in writing.

35. **SEVERABILITY.** Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement or, any Supplemental Agreement, shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of this Agreement shall continue in full force and effect.

36. **AUTHORITY.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

37. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement of the Parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are not representations, agreements, arrangements, or understandings, oral or written, between the Parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
City Manager

Attest: _____
City Clerk

GEOTEK, INC.
a Nevada corporation

By: _____
(Name and Title) Steven Runyan Engineer

By: _____
(Name and Title) Edward LaMont Vice President

CERTIFIED AS TO AVAILABILITY OF FUNDS:

By: _____
Director of Finance

APPROVED AS TO FORM:

By: _____
Assistant City Attorney

CA #18-0334 SDW 03/09/18
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ATTACHMENT 1

SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT

Consultant:

Project Name:

The Scope of Services for TBD ("Project"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, shall constitute a supplemental to the Master Agreement for Professional Consultant Services for Engineering and Related Services for Water Resources, Engineering Planning and Design, Construction Management, Supervisory Control and Data Acquisition (SCADA), Landscape Architectural Design, and Water Conservation Services for Various Water Projects by and between the City and Consultant dated 3/20/18 ("Agreement"). Consultant agrees to perform the services described in Exhibit "A" within the time set forth in the Notice to Proceed for a not-to-exceed amount of $TBD, unless otherwise modified by change order. All charges shall be consistent with the Compensation Schedule and Hourly Fee Rate Schedule which is attached as Exhibit "B" and incorporated herein by this reference. Performance of the services shall be subject to the terms and conditions contained in the Agreement. Dated this 20th day of March, 2018.

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
City Manager

By: _____
City Clerk

GEOTEK, INC.
a Nevada corporation

By: _____
(Name and Title) Steven Runyan

By: _____
(Name and Title) Edward LaMont V.P.

CERTIFIED AS TO AVAILABILITY OF FUNDS:

By: _____
Director of Finance

APPROVED AS TO FORM:

By: _____
Assistant City Attorney

WORKERS' COMPENSATION CERTIFICATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATED: 3/20/18

GEOTEK, INC.

By: _____

Steven Runyan Principal Engineer

[Printed Name and Title]

CERTIFICATE
(for Corporations)

STATE OF Nevada)
) SS:
COUNTY OF Clark)

I, HEREBY, CERTIFY that during a meeting of the Board of Directors of the GeoTek, Inc., a corporation existing under the laws of the State of Nevada, held on December 15, 20 17, the following resolution was duly passed and adopted:

"RESOLVED, that Edward LaMont, as Vice President of the Corporation, be and is hereby authorized to execute the Agreement for GeoTek, Inc. between the City of Riverside and this corporation and that his execution thereof and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this 16, day of March, 20 18.

Secretary

GEOTEK, INC. CORPORATE SEAL NEVADA