



March 1, 2024

**City of Lake Elsinore**

130 S. Main Street  
Lake Elsinore, California 92530

Attention: Gus Papagolos

Subject: Proposal for Geotechnical Investigation  
Proposed Library  
Located South of W Summer Ave and West of North Main Street  
City of Lake Elsinore, California

Dear Mr. Papagolos:

Inland Foundation Engineering, Inc. (IFE) is pleased to submit this proposal to perform a geotechnical investigation for the subject project. This proposal has been prepared based on your email request and our experience with similar projects.

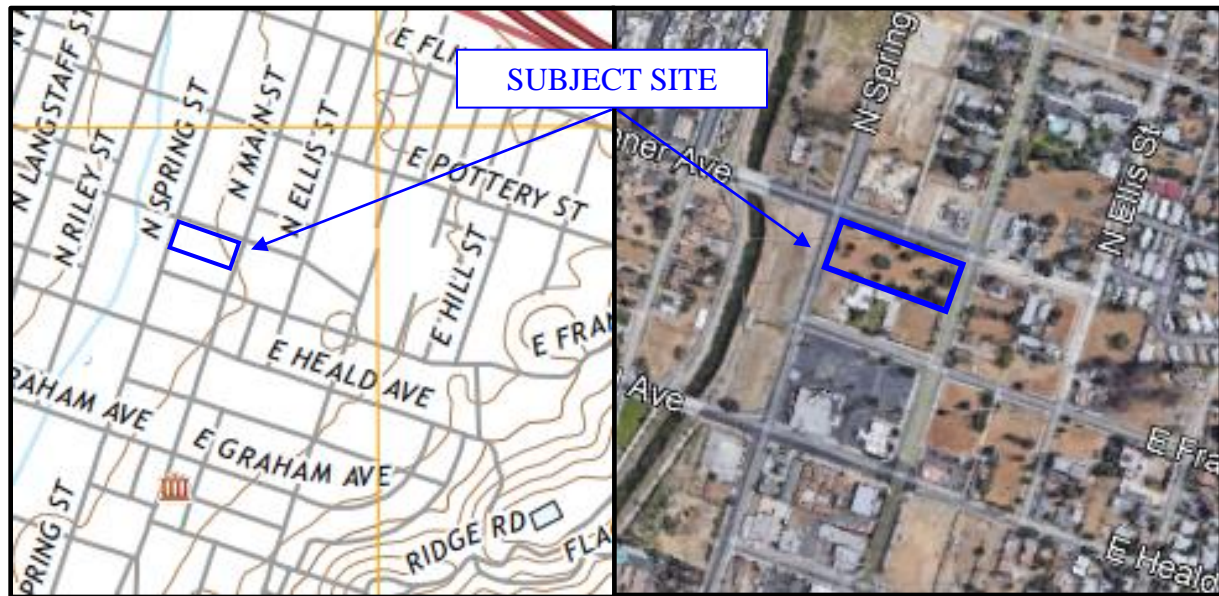
***PROJECT UNDERSTANDING***

We understand that the proposed project area will consist of four undeveloped parcels of land, totaling approximately one acre, to be developed as a library. Based on the emailed information, the proposed library will consist of a single story structure with an area of approximately 10,000 square feet. We anticipate that the project will also include landscaping, and asphalt concrete parking areas with interior drive aisles.

For the purposes of this proposal, we assume that the proposed building will be supported with conventional spread footings and slab-on-grade floor.

The purpose of this study is to evaluate the nature, distribution, and engineering properties of the geologic strata underlying the site with respect to the proposed development and to provide geotechnical recommendations as necessary. The location of the site is shown on the figure below.

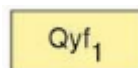
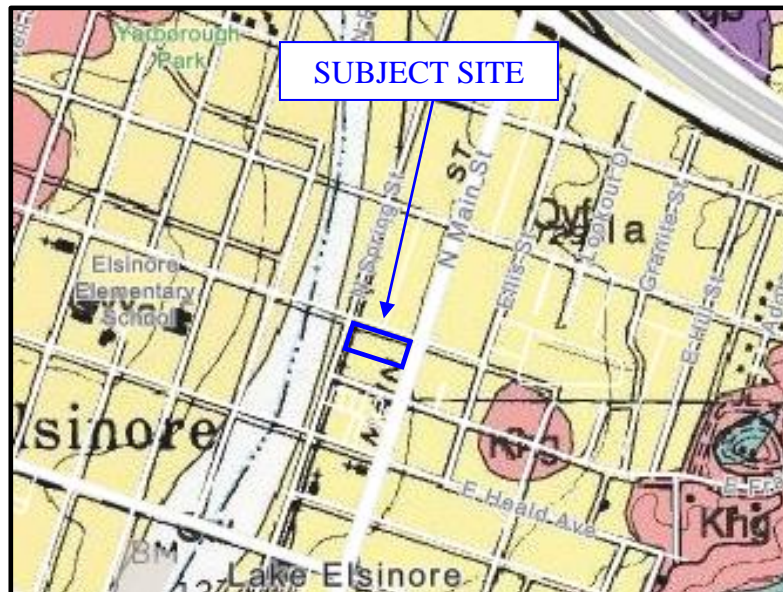
Figure 1. USGS Lake Elsinore 7.5' Quadrangle and Aerial Image



### ANTICIPATED SUBSURFACE CONDITIONS

According to the USGS Preliminary Geologic Map of the Lake Elsinore 7.5' Quadrangle (Morton and Weber 2003) the site is underlain by younger (Holocene) alluvial fan deposits described as unconsolidated gravel, sand and silt (map symbol Qyf). Following is a portion of the referenced geologic map showing the mapped geologic units in the vicinity of the project location.

Figure 2. USGS Lake Elsinore 7.5' Quadrangle (Morton and Weber 2003)



Young alluvial-fan deposits, Unit 1 (early Holocene)

Based on the Riverside County GIS hazard maps, the project site is located in a mapped “Very High” liquefaction potential zone and a “Susceptible” subsidence area. The figure below depicts the project location on the liquefaction hazard map.

**Figure 3. Riverside County GIS Liquefaction Hazard Map**



### **PROJECT APPROACH AND PROPOSED SCOPE OF SERVICE**

Our firm has conducted a significant amount of geotechnical exploration within the proposed project area. These projects include the Lake Elsinore City Hall Addition, located approximately 1,200 feet to the south, as well as several other geotechnical investigations in the nearby site vicinity. Based on our geotechnical knowledge of the site vicinity we have prepared the following scope of work outlined below.

**GEOLOGIC LITERATURE REVIEW** – We will review pertinent geologic literature in our files and as available from public agencies, including groundwater records, liquefaction hazard maps, and earthquake fault maps. The review will also include review of historical aerial photographs and a site reconnaissance to document and map current surface conditions.

**SUBSURFACE EXPLORATION** – We propose to drill four (4) geotechnical borings at this site utilizing a truck mounted hollow-stem auger drill rig to evaluate the underlying geologic conditions. Borings at the site will be drilled to target depths ranging from 15 to 50 feet below ground surface, or to practical refusal, whichever occurs first. Prior to exploration, we will mark proposed boring locations and contact Underground Service

Alert to mark known utilities. City personnel should also identify locations of all known underground utilities, sprinklers, etc.

A staff geologist will log the materials encountered during drilling. Representative relatively undisturbed samples will be obtained within the borings by driving a thin-walled steel penetration sampler with successive 30-inch drops of a 140-pound hammer. The number of blows required to achieve each six inches of penetration will be recorded on the boring logs. The sampler types to be used include a California-modified sampler with brass sample rings and a Standard Penetration Test sampler (SPT). Representative relatively undisturbed drive samples and bulk samples will be transported to our laboratory for further observations and testing. The borings will be backfilled with native soil cuttings. It is assumed that excess soil cuttings may be spread on the site.

**LABORATORY TESTING** – We anticipate that laboratory testing will include, but may not necessarily be limited to:

- |                    |  |
|--------------------|--|
| ▪ Unit Weight      | ▪ Plastic Index                                |
| ▪ Moisture Content | ▪ Direct Shear Strength                        |
| ▪ Sieve Analysis   | ▪ Corrosivity                                  |
| ▪ Consolidation    | ▪ Expansion Index                              |
| ▪ R-value          | ▪ Maximum Density and Optimum Moisture Content |

**ENGINEERING ANALYSIS AND REPORT PREPARATION** – On the basis of the subsurface exploration and laboratory testing, we will develop preliminary conclusions and engineering recommendations for the design and construction of the proposed library. These conclusions and recommendations will be presented in a formal report, which will also include field and laboratory test data. The report will address the following:

- Allowable bearing pressure
- Active, passive and at-rest earth pressure
- Coefficient of friction
- 2022 California Building Code (CBC) seismic design parameters (default)
- Liquefaction hazard analysis
- Groundwater
- Expansive soil
- Collapsible soil
- Concrete slabs-on-grade and flatwork
- Asphalt concrete pavement
- Corrosion (pH, chlorides, resistivity and sulfates)

- General site grading and earthwork
  - Over-excavation
  - Fill placement and compaction
  - Temporary excavations and shoring

The report will include exploratory boring logs, laboratory test results, and a site plan showing the boring locations.

### ***PROPOSED FEE***

Our services will be invoiced on a time and materials basis per our current standard fee schedule rates. Based on the scope of service recommended above and assumptions made, our estimated fee for the geotechnical investigation is \$18,000.

### ***LIMITATIONS***

Our services will be performed in accordance with the standard of practice exercised by other geotechnical engineers practicing in the same geographic area. No warranty, express or implied, is made.

If additional permitting or unanticipated field conditions are encountered that require a significant modification to the recommended scope of service or that require a substantial increase to the estimated fee, we will not proceed with the modified scope or increased amount without obtaining your written authorization. The proposed scope of services does not include the evaluation or identification of the potential presence of hazardous materials on the site.

We will contact Underground Service Alert (USA) to delineate public utilities within the sites prior to performing drilling operations; however, we will not be responsible for damage to any subsurface lines, structures, vegetation, or other sensitive sites that are not accurately marked by USA or shown accurately on plans provided to us or shown to us prior to our field exploration.

The Client is responsible for arranging access to the site to perform the field exploration. Some disturbance to the ground surface may occur as a result of the subsurface exploration. Although we will be careful to limit the extent of such occurrences, they cannot be avoided and this proposal does not include any costs to re-grade, re-vegetate, landscape or otherwise repair disturbed areas.

## **AGREEMENT AND AUTHORIZATION**

To authorize our services, please sign the attached Agreement for Professional Services and return to our office. A fully executed copy of the agreement will be returned to you.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions concerning this proposal, please contact our office.

Respectfully,

**INLAND FOUNDATION ENGINEERING, INC.**



**Allen D. Evans, P.E., G.E.**

Principal



**Christopher Hogan Rangel, PG**

Project Geologist



## AGREEMENT FOR GEOTECHNICAL ENGINEERING SERVICES

***THIS AGREEMENT***, effective as of this   1   day of **March 2024** is by and between ***City of Lake Elsinore*** ("Client") and ***Inland Foundation Engineering, Inc.*** ("Consultant").

Client's Name	<u>City of Lake Elsinore</u>	Office	
Mailing Address	<u>130 S. Main Street</u>	Direct	
	<u>Lake Elsinore, California 92530</u>	E-mail	<u>gpapagos@verizon.net</u>
		Project No.	
Attention	<u>Gus Papagos</u>		
Billing Address			
Work Description	<u>Geotechnical Investigation</u>		
Project	<u>Proposed Library</u>		
Location	<u>South of W Summer Ave and West of North Main Street, Lake Elsinore, Ca</u>		
Legal Description of Property			
		Assessor Parcel No.	
Present Record Owner			
Owner's Mailing Address			
Contractor's Name			



**THIS AGREEMENT** consists of the following documents which are incorporated herein by reference:

- General Conditions for Geotechnical Engineering Services; and
- Any documents specifically listed below or incorporated by reference in the listed documents (Exhibit A).

Consultant agrees to perform the Services set forth in this Agreement and in accordance with its terms, including all attachments incorporated herein by reference. This Agreement may not be modified or altered, except in writing as specifically described in this Agreement.

	<u>CLIENT</u>	<u>CONSULTANT REPRESENTATIVE</u>
<b>Signature</b>	_____	_____
<b>Print Name</b>	Gus Papagolos	Allen D. Evans, P.E.
<b>Title</b>	_____	R.C.E. 38104/G.E. 2060
<b>Company</b>	<b><i>City of Lake Elsinore</i></b>	<b><i>Inland Foundation Engineering, Inc.</i></b>
<b>Address</b>	130 S. Main Street	P.O. Box 937
	Lake Elsinore, California 92530	San Jacinto, California 92581-0937
<b>Date</b>	_____	_____



## GENERAL CONDITIONS FOR GEOTECHNICAL ENGINEERING SERVICES

### 1. DEFINITIONS

**1.1. Agreement.** This contract, including all appendixes, addenda, and any documents incorporated by reference.

**1.2. Any Claim.** This term, when used in a provision indicating client's obligation to waive claims against consultant or to hold consultant harmless from any claim arising from certain specified events, means "any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, negligent misrepresentation, or other acts giving rise to liability".

**1.3. Certify, Certification.** Wherever these or derivative words are used in the agreement, or in any document developed or arising out of this agreement or services furnished by consultant thereunder, they shall mean consultant's furnishing an opinion of conditions based upon testing, analysis, or observation consultant has performed. Consultant's certification of a condition's existence does not guarantee such condition exists, nor does it relieve other party of responsibilities or obligations such party has accepted by contract or custom.

**1.4. Consultant.** The firm of Inland Foundation Engineering, Inc., including its affiliates, agents, and all principals, officers, and employees thereof, and their heirs and assigns.

**1.5. Contract Documents.** Plans, specifications, and agreements between Client and Contractors, including addenda, amendments, supplementary instructions, and change orders.

**1.6. Contractor.** The contractor or contractors retained to construct the Project for which Consultant is providing Services under this Agreement.

**1.7. Day(s).** Calendar day(s) unless otherwise stated.

**1.8. Hazardous Materials.** The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair or jeopardize human health and safety or the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

**1.9. He, Him, His.** A reference to a person or business entity with no gender intended. As appropriate, based on who is involved, "he" implies he (male), she (female), or it (other than a human being), etc.

**1.10. Services.** The Services provided by Consultant as set forth in this Agreement, the SCOPE OF SERVICES and any written amendment to this Agreement.

### 2. SCOPE OF SERVICES

Consultant's included Services are set forth in the attached SCOPE OF SERVICES.

**2.1. Changes in Scope.** If Consultant provides Client with a writing confirming a change in the SCOPE OF SERVICES, it will become an amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services performed by Consultant on the Project are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the SCOPE OF SERVICES or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 19, "Disputes."

**2.2. Licenses.** Consultant will procure and maintain business and professional licenses and registrations necessary to provide its Services.

**2.3. Excluded Services.** Consultant's Services under this Agreement include only those Services specified in the SCOPE OF SERVICES.

**2.3.1. General.** Client expressly waives any claim against Consultant resulting from its failure to perform recommended additional Services that Client has not authorized Consultant to perform, and any claim that Consultant failed to perform services that Client instructs Consultant not to perform.

**2.3.2. Biological Pollutants.** Consultant's SCOPE OF SERVICES specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and/or any of their byproducts. Consultant's SCOPE OF SERVICES will not include any interpretations, recommendations, findings, or conclusions pertaining to Biological Pollutants. Client agrees that Consultant has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless Consultant from all claims by any third party concerning Biological Pollutants, except for damages caused by Consultant's sole negligence.

### 3. PAYMENTS TO CONSULTANT

**3.1. Basic Services.** Consultant's Services are set forth in the attached SCOPE OF SERVICES AND SCHEDULE OF CHARGES for the amount(s) set forth therein.

**3.2. Additional Services.** Services performed under this Agreement, except those Services expressly identified in the attached SCOPE OF SERVICES, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.

**3.3. Estimate of Fees.** Consultant will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by Consultant. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that Consultant shall not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so.

**3.4. Rates.** Client will pay Consultant at the rates set forth in the SCHEDULE OF CHARGES.

**3.4.1. Changes to Rates.** Client and Consultant agree that the SCHEDULE OF CHARGES is subject to periodic review and amendment, as appropriate to reflect Consultant's then-current fee structure. Consultant will give Client at least 30 days advance notice of any changes. Unless Client objects in writing to the proposed amended fee structure within 30 days of notification, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended fee structure, and Consultant and Client cannot agree upon a new fee structure within 30 days after notice, Consultant may terminate this Agreement and be compensated as set forth under Section 18, "Termination."

**3.4.2. Prevailing Wages.** Unless Client specifically informs Consultant in writing that prevailing wage regulations cover the Project and the SCOPE OF SERVICES identifies it as covered by such regulations, Client will reimburse, defend, indemnify and hold harmless Consultant from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorneys' fees.

**3.5. Payment Timing; Late Charge.** All invoices are due upon receipt. All amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law.

## 4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

**4.1. Level of Service.** Consultant offers different levels of geotechnical Consulting Services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased cost. Client must determine the level of Services adequate for its purposes. Client has reviewed the SCOPE OF SERVICES and has determined that it does not need or want a greater level of Services than that being provided.

**4.2. Standard of Care.** Subject to the limitations inherent in the agreed SCOPE OF SERVICES as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Consultant may perform its Services consistent with that level of care and skill ordinarily exercised by other professional Consultants practicing in the same locale and under similar circumstances at the time the Services are performed.

**4.3. No Warranty.** No warranty, express or implied, is included or intended by this Agreement.

## 5. ESTIMATE OF CONSTRUCTION COSTS

Client acknowledges that construction and Project development are subject to many influences that are not subject to precise forecasting and are outside of Consultant's control. Client further acknowledges that actual costs incurred may vary substantially from the estimates prepared by Consultant and that Consultant does not warrant or guaranty the accuracy of construction or development cost estimates.

## 6. CONSTRUCTION PHASE SERVICES

If Consultant's SCOPE OF SERVICES includes observation and/or testing during the course of construction, Consultant may:

### 6.1. Construction Observation.

**6.1.1. Site Meetings & Observations.** Consultant will strive to participate in job site meetings as requested by Client, and, unless otherwise requested by Client, conduct observations at the site at times specified in the SCOPE OF SERVICES or, if not specified in the SCOPE OF SERVICES, at intervals as Consultant deems appropriate to the various stages of construction to observe the geotechnical conditions encountered by Contractor and the progress and quality of the geotechnical aspects of the Services. Based on information obtained during such visits and on such observations, Consultant may inform Client of the progress of the geotechnical aspects of the Services. Client understands that Consultant may not be on site continuously; and, unless expressly agreed otherwise, Consultant will not observe all of the Services. Observation and presence, whether full-time or intermittently, does not confer "stop work" authority on those performing the service. Also, given the inherent limitations of such inspections, they shall not be relied upon by any other party as acceptance of the work, nor shall they relieve any other party from fulfillment of its customary and contractual responsibilities and obligations.

**6.1.2. Contractor's Performance.** Consultant does not, and cannot, warrant or guarantee that all of the geotechnical Services performed by Contractor meets the requirements of Consultant's geotechnical recommendations or the plans and specifications for such geotechnical Services; nor can Consultant be responsible for Contractor's failure to perform the Services in accordance with the plans, specifications or the recommendations of Consultant.

**6.1.3. Contractor's Responsibilities.** Consultant will not supervise, direct or have control over the Services nor will Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor for the geotechnical aspects of the Project; for safety precautions and programs incident to the Services; nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor furnishing and performing its Services.

**6.1.4. Final Report.** At the conclusion of Construction Phase Services, Consultant will provide Client with a written report summarizing the tests and observations, if any, made by Consultant.

**6.2. Review of Contractor's Submittals.** If included in the SCOPE OF SERVICES, Consultant will review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other required submittals. Consultant will review such submittals solely for general conformance with Consultant's design, and will not include review for the following, all of which will remain the responsibility of the Contractor: accuracy or completeness of details, quantities or dimensions; construction means, methods, sequences or procedures; coordination among trades; or construction safety.

**6.3. Tests.** Tests performed by Consultant on finished Services or Services in progress are taken intermittently and indicate the general acceptability of the Services on a statistical basis. Consultant's tests and observations of the Services are not a guarantee of the quality of Services and do not relieve other parties from their responsibility to perform their Services in accordance with applicable plans, specifications and requirements.

## 7. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

**7.1. Cooperation.** Assist and cooperate with Consultant in any manner necessary and within its ability to facilitate Consultant's performance under this Agreement.

**7.2. Representative.** Designate a representative with authority to receive all notices and information pertaining to this Agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

**7.3. Rights of Entry.** Provide access to and/or obtain permission for Consultant to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. Consultant will operate with reasonable care to minimize damage to the Project Site(s). However, Client recognizes that Consultant's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated.

**7.4. Relevant Information.** Supply Consultant with all information and documents in Client's possession or knowledge which are relevant to Consultant's Services. Client warrants the accuracy of any information supplied by it to Consultant, and acknowledges that Consultant is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify Consultant of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

**7.5. Subsurface Structures.** Correctly designate on plans to be furnished to Consultant, the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s), and be responsible for any damage inadvertently caused by Consultant to any such structure or utility not so designated. Consultant is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to Consultant.

## 8. CHANGED CONDITIONS

If Consultant discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), Consultant will notify Client of the Changed Conditions. Client and Consultant agree to that they will then renegotiate in good faith the terms and conditions of this Agreement. If Consultant and Client cannot agree upon amended terms and conditions within 30 days after notice, Consultant may terminate this Agreement and be compensated as set forth in Section 18, "Termination."

## 9. HAZARDOUS MATERIALS

Client understands that Consultant's Services under this Agreement are limited to geotechnical engineering and that Consultant has no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with Hazardous Materials. Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site, or located during the performance of this Agreement. The existence or discovery of Hazardous Materials constitutes a Changed Condition under this Agreement.

## 10. CERTIFICATIONS

Client agrees not to require that Consultant execute any certification with regard to Services performed or Services tested and/or observed under this Agreement unless: 1) Consultant believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) Consultant believes that the Services performed or Services tested and/or observed meet the criteria of the

certification; and 3) Consultant has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Consultant is limited to an expression of professional opinion based upon the Services performed by Consultant, and does not constitute a warranty or guaranty, either expressed or implied.

## 11. ALLOCATION OF RISK

**11.1. Limitation of Liability.** The total cumulative liability of Consultant, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Consultant Entities"), to Client arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by Consultant under this Agreement or \$50,000, whichever is greater; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in Consultant's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, Consultant and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in Consultant's fee, provided that they amend this Agreement in writing as provided in Section 20.

### 11.2. Indemnification.

**11.2.1. Indemnification of Client.** Subject to the provisions and limitations of this Agreement, and to the extent of Consultant's insurance protection, Consultant agrees to indemnify, but not defend, and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including reasonable attorney's fees), or other losses (collectively "Losses") to the extent caused by Consultant's negligent performance, whether it be sole or in concert with others, of its Services under this Agreement.

**11.2.2. Indemnification of Consultant.** Client will indemnify and hold harmless Consultant Entities from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Consultant's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Consultant Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

**11.3. Consequential Damages.** Neither Client nor Consultant will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

**11.4. Continuing Agreement.** The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If Consultant provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations on liability established under this Agreement apply to such Services as if the parties had executed an amendment.

## 12. CORPORATE PROTECTION

It is intended by the parties to this Agreement that the Consultant's (Inland Foundation Engineering, Inc.) services in connection with the project shall not subject the Consultant's affiliates, agents, principals, officers, individual employees thereof, and their heirs and assigns to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant (Inland Foundation Engineering, Inc.), a California Corporation, and not against any of the Consultant's employees, officers or directors.

## 13. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

## 14. INSURANCE

**14.1. Consultant's Insurance.** Consultant will obtain, if reasonably available, the following coverages:

- 14.1.1. Statutory Workers' Compensation/Employer's Liability Insurance;
- 14.1.2. Commercial General Liability Insurance with a combined single limit of \$1,000,000;
- 14.1.3. Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and,
- 14.1.4. Professional Liability Insurance in amounts of \$1,000,000 per claim and annual aggregate.



**14.2. Certificates of Insurance.** Upon request, Consultant and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein.

## 15. OWNERSHIP AND USE OF DOCUMENTS

**15.1. Client Documents.** All documents provided by Client will remain the property of Client. Consultant will return all such documents to Client upon request, but may retain file copies of such documents.

**15.2. Consultant's Documents.** Unless otherwise agreed in writing, all documents and information prepared by Consultant or obtained by Consultant from any third party in connection with the performance of Services, including, but not limited to, Consultant's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are the property of Consultant. Consultant has the right, in its sole discretion, to dispose of or retain the Documents.

**15.3. Use of Documents.** All Documents prepared by Consultant are solely for use by Client and will not be provided by either party to any other person or entity without Consultant's prior written consent.

**15.3.1. Use by Client.** Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

**15.3.2. Use by Consultant.** Consultant retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

**15.4. Electronic Media.** Consultant may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, all Documents and information provided by Consultant in electronic media are for informational purposes only and not as final documentation. Unless otherwise defined in the Scope of Services, Consultant's electronic Documents and media will conform to Consultant's standards. Consultant will provide any requested electronic Documents for a 30-day acceptance period, and Consultant will correct any defects reported by Client to Consultant during this period. Consultant makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.

**15.5. Unauthorized Reuse.** No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without Consultant's express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without Consultant's express prior written consent. Client waives any and all claims against Consultant resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless Consultant from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained Documents provided to such person or entity, published, disclosed or referred to without Consultant's prior written consent.

**15.6 Confidentiality.** Consultant and Client each acknowledge that during the term of this agreement either may receive or have access to certain information, observations and data (including, but not limited to, trade secrets, designs, ideas, products, research, software, and financial data) concerning the business or affairs of the other party ("*Confidential Information*"). Consultant and Client shall take all reasonably appropriate steps to safeguard Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft. Consultant and Client agree that they shall not disclose to any unauthorized person or use for their own purposes any Confidential Information without the prior written consent of the other party, unless and to the extent that the Confidential Information becomes generally known to and available for use by the public.

## 16. SAMPLES AND CUTTINGS

**16.1. Sample Retention.** If Consultant provides laboratory testing or analytic Services, Consultant will attempt to preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 30 days after issuance of any Documents that include the data obtained from these samples. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances.

**16.2. Monitoring Wells.** Client will take custody of all monitoring wells and probes installed during any investigation by Consultant, and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

## 17. RELATIONSHIP OF THE PARTIES

Consultant will perform Services under this Agreement as an independent contractor.

## 18. ASSIGNMENT AND SUBCONTRACTS

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Consultant may subcontract for the services of others without obtaining Client's consent if Consultant deems it necessary or desirable for others to perform certain Services.

## 19. SUSPENSION AND DELAYS

**19.1. Procedures.** Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by Consultant. Consultant may terminate this Agreement if Client suspends Consultant's Services for more than 60 days and Client will pay Consultant as set forth under Section 18, "Termination." If Client suspends Consultant's Services, or if Client or others delay Consultant's Services, Client and Consultant agree to equitably adjust: (1) the time for completion of the Services; and (2) Consultant's compensation in accordance with Consultant's then current SCHEDULE OF CHARGES for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by Consultant for demobilization and subsequent remobilization.

**19.2. Liability.** Consultant is not liable to Client for any failure to perform or delay in performance due to circumstances beyond Consultant's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God," adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

## 20. TERMINATION

**20.1. Termination for Convenience.** Consultant and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.

**20.2. Termination for Cause.** In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party. The termination notice shall state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.

**20.3. Payment on Termination.** Following termination other than for Consultant's material breach of this Agreement, Client will pay Consultant for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Consultant's then current SCHEDULE OF CHARGES.

## 21. DISPUTES

**21.1. Mediation.** All disputes between Consultant and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice.

**21.2. Precondition to Other Action.** No action or suit may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

**21.3. Choice of Law; Venue.** This Agreement will be construed in accordance with and governed by the laws of the state in which the Project is located. Unless the parties agree otherwise, any mediation or other legal proceeding will occur in the state in which the Project is located.

**21.4. Statutes of Limitations.** Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Consultant's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

## 22. MISCELLANEOUS

**22.1. Integration and Severability.** This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

**22.2. Modification of this Agreement.** This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

**22.3. Notices.** Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

**22.4. Headings.** The headings used in this Agreement are for convenience only and are not a part of this Agreement.

**22.5. Waiver.** The waiver of any term, conditions or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach.

## EXHIBIT A: CONSULTANT'S SCOPE OF SERVICES AND SCHEDULE OF CHARGES

Consultant's Proposal or other description of (1) Scope of Services, and (2) Schedule of Charges for the Services covered by this Agreement is listed below.

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**Services Rendered:** *Geotechnical Investigation Proposed Library, South of W Summer Ave and West of North Main Street, Lake Elsinore, California*

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**Estimated Fee:** \$18,000

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**Deposit:**

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**Note:** *Proposal dated March 1, 2024*

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