

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

515B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:

SUBJECT: RBF Consulting
Consulting Services Agreement

RECOMMENDED MOTION:

1. Approve the multi-year Consulting Services Agreement (Agreement) between the District and RBF (Consultant);
2. Authorize the Chairman to execute the Agreement documents on behalf of the District; and
3. Authorize the District's General Manager-Chief Engineer to renew the Agreement for Fiscal Years 2010-2011 and 2011-2012.

BACKGROUND:

See Page 2

FINANCIAL:

Sufficient funds will be included in the District's budget for Fiscal Years 2009-2010, 2010-2011 and 2011-2012.

KEC:blj

Steve Thomas
WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	\$0.00	In Current Year Budget:	n/a
	Current F.Y. County Cost:	n/a	Budget Adjustment:	No
	Annual Net District Cost:	\$110,000.00	For Fiscal Year:	09-10, 10-11, 11-12

SOURCE OF FUNDS:

- 524820 40660 947140-Subdivision/Engineering Services
- 524820 40670 947160-Encroachment Permits, Engineering Services
- 524820 15000 947180-Special Accounting, Engineering Services
(CONT. PAGE 2)

Positions To Be Deleted Per A-30

Requires 4/5 Vote

C.E.O. RECOMMENDATION:

APPROVE

BY: *Alex Gann*
Alex Gann

County Executive Office Signature

FORM APPROVED BY COUNTY COUNSEL
BY: *Neal R. Kipnis*
DATE: 4/15/09
NEAL R. KIPNIS

Departmental Concurrence

FISCAL PROCEDURES APPROVED BY
IVAN M. CHAND, FINANCIAL DIRECTOR
Ivan M. Chand 4/7/09

Dept't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

**FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD SUBMITTAL
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

SUBJECT: RBF Consulting
Consulting Services Agreement

SUBMITTAL DATE:
Page 2

BACKGROUND:

The Agreement sets forth the terms and conditions by which Consultant will provide professional consulting services in support of the District's ongoing improvement plan review activities.

This agreement will expire on June 30, 2010 and will be renewed on an annual basis at District's discretion through FY 2011-2012.

FINANCIAL INFORMATION (continued from page 1):

524820 25110 947400-Zone 1 Engineering Services
524820 25120 947420-Zone 2 Engineering Services
524820 25130 947440-Zone 3 Engineering Services
524820 25140 947460-Zone 4 Engineering Services
524820 25150 947480-Zone 5 Engineering Services
524820 25160 947500-Zone 6 Engineering Services
524820 25170 947520-Zone 7 Engineering Services

KEC:blj

CONSULTING SERVICES AGREEMENT

1
2 The RIVERSIDE COUNTY FLOOD CONTROL AND WATER
3 CONSERVATION DISTRICT, hereinafter called DISTRICT and RBF CONSULTING,
4 hereinafter called CONSULTANT, hereby agree as follows:

5 1. PROJECT

6 CONSULTANT shall perform professional consulting services in support of
7 DISTRICT'S Improvement Plan, Environmental Documentation, Water Quality and
8 Encroachment Permit review activities, as well as review work of DISTRICT interest
9 projects submitted by any entity not associated with land development as further
10 described in Attachment "A", attached hereto and made part hereof.

11
12 2. RETAINER

13 DISTRICT hereby retains CONSULTANT as an independent contractor to furnish all
14 technical and professional services including expertise, labor, material, equipment,
15 transportation, supervision, and other incidental services to fully and adequately perform
16 and complete in skillful and professional manner those consulting services specified
17 herein. CONSULTANT agrees to perform said consulting services within the time limits
18 specified herein. CONSULTANT hereby designates Mike Tylman, a duly registered
19 Civil Engineer in the State of California, as its Principal In Charge.

20
21 3. SCOPE OF CONSULTING SERVICES

22 All consulting services shall be performed by CONSULTANT on an "as-needed" basis as
23 determined by DISTRICT.

24
25 A. Improvement Plan

26 Professional consulting services to be performed by CONSULTANT shall consist
27 of improvement plan checking, review of hydrology reports and hydraulic analyses
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1 associated with the proposed flood control and drainage facilities submitted by
2 private interests in conjunction with land development proposals including but not
3 limited to Tract Maps, Plot Plans and Conditional Use Permits. As directed by
4 DISTRICT, CONSULTANT shall review all pertinent documents and data
5 associated with a specific land development proposal including but not limited to
6 hydrologic and hydraulic studies, structural calculations, grading plans,
7 improvement plans, final maps, legal descriptions and deed documents as described
8 further in Attachment "A".
9

10 B. Environmental Review

11 CONSULTANT shall also be responsible for reviewing the consistency, validity,
12 accuracy, reliability and adequacy of information presented in the project's
13 associated environmental documents including conformance with the provisions of
14 the California Environmental Quality Act (CEQA), Western Riverside County
15 Multiple Species Habitat Conservation Plan (MSHCP), Regulatory Permits and any
16 other environmental documents as described further in Attachment "A".
17

18 C. Water Quality Management Plan Review

19 CONSULTANT shall also be responsible for reviewing the consistency, validity,
20 accuracy, reliability and adequacy of information presented in the project's Water
21 Quality Management Plan as described further in Attachment "A".
22

23 D. Encroachment Permit Review

24 CONSULTANT shall also be responsible for reviewing the consistency, validity,
25 accuracy, reliability and adequacy of information presented in the project's
26 discharge of stormwater or non-stormwater into DISTRICT facilities as described
27 further in Attachment "A".
28

1 E. District Interest Project Review

2 As directed by DISTRICT, CONSULTANT shall review all pertinent documents
3 and data associated with a specific DISTRICT interest project submitted by any
4 entity not associated with land development including but not limited to hydrologic
5 and hydraulic studies, structural calculations, grading plans, improvement plans,
6 legal descriptions and deed documents as described further in Attachment "A".

7 F. Study Standards

8 Unless stated otherwise in this Agreement or as otherwise directed by DISTRICT,
9 all services performed under this Agreement shall be performed in conformance
10 with the applicable provisions of State law, including CEQA and the Subdivision
11 Map Act, County of Riverside Ordinances and in conformance with District
12 standards.

13 G. Support Information

14 When an assignment for review services is made, DISTRICT shall provide
15 CONSULTANT with any pertinent engineering data and other documents in
16 DISTRICT'S possession e.g., hydrology, hydraulics and soils information,
17 Conditions of Approval, CEQA documents, Master Drainage Plan information,
18 etc.

19 H. DISTRICT/CONSULTANT: Coordination and Case Review

20 CONSULTANT shall complete each plan check assignment within twenty-one (21)
21 calendar days from date of receipt by CONSULTANT, or such alternate date as
22 may be mutually agreed upon, and shall submit its recommendations to DISTRICT
23 for review.
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1 CONSULTANT shall periodically meet with DISTRICT staff at mutually
2 agreeable times to receive new assignments, to review progress of assigned work,
3 to coordinate assigned work with other cases and to resolve any work scheduling or
4 design review problems that may arise.

5 Upon completion of each assignment, or at DISTRICT'S request, CONSULTANT
6 shall review with DISTRICT all work performed.

7
8 4. TIME FOR PERFORMANCE

9 The term of this Agreement shall commence on the date it is approved by DISTRICT'S
10 Board of Supervisors and shall terminate at midnight on June 30, 2010. Prior to the
11 termination date of this Agreement, by mutual agreement of DISTRICT and
12 CONSULTANT, this Agreement may be renewed for an additional year expiring at the
13 end of the following fiscal year. At the end of the second year, this Agreement may be
14 renewed for a final additional year by mutual agreement of DISTRICT and
15 CONSULTANT.

16
17 5. ASSISTANCE BY DISTRICT

18 DISTRICT shall assign a staff engineer to coordinate with CONSULTANT in connection
19 with any work assigned under this Agreement.

20 6. ASSISTANCE BY CONSULTANT DURING REVIEW PERIOD

21 Throughout the review process, CONSULTANT shall be available for regular
22 consultation with DISTRICT staff as needed. Where the need arises from a lack of
23 technical clarity or incompleteness with regard to the case being reviewed,
24 CONSULTANT shall coordinate matters directly with the Proponent or the Proponent's
25 Engineer during the course of the case review process.
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1 DISTRICT shall be responsible for responding to all inquiries from the Proponent or the
2 Proponent's Engineer concerning the DISTRICT'S discretionary authority, including
3 compliance with the Conditions of Approval, conformance with DISTRICT engineering
4 and maintenance standards, release of grading and map recordation, etc. CONSULTANT
5 shall refer all such inquiries to DISTRICT for response.

6 7. CONSULTANT'S COMPENSATION

7 CONSULTANT shall be compensated for its services performed and expenses incurred
8 in accordance with the standard rates set forth on Attachment "B" attached hereto and
9 made a part hereof.

10
11 CONSULTANT shall account for all employee time charges in increments of one tenth
12 of an hour (0.10 hr.) and shall keep employee and expense records according to
13 customary accounting methods and itemized by case number. Upon DISTRICT request,
14 such records shall be available for inspection to verify the invoices of CONSULTANT.

15 DISTRICT shall pay CONSULTANT for services performed and expenses incurred
16 within thirty (30) days after DISTRICT'S receipt of appropriate invoices from
17 CONSULTANT.

18
19 The total amount of annual compensation paid to CONSULTANT under this Agreement
20 shall not exceed the sum of one hundred ten thousand dollars (\$110,000.00) unless a
21 written amendment to this Agreement is executed by both parties prior to the
22 performance of additional services.

23
24 8. LICENSES

25 CONSULTANT, its employees, agents, contractors and subcontractors shall maintain
26 professional licenses required by the laws of the State of California at all times while
27 performing services under the Agreement.

28

1 9. CONFLICT OF INTEREST

2 CONSULTANT hereby warrants that no person or selling agency has been employed or
3 retained to solicit or secure this Agreement upon an agreement or understanding for a
4 commission, percentage, brokerage or contingent fee, *excepting bona fide employees or*
5 *bona fide established commercial or selling agencies maintained by CONSULTANT for*
6 *the purpose of securing business.* For breach or violation of this warranty, DISTRICT
7 has the right to annul this Agreement without liability, pay only for the value of the work
8 actually performed or in its discretion to deduct from the Agreement price or
9 consideration or otherwise recover the full amount of such commission, percentage,
10 brokerage or contingency fee. CONSULTANT may be requested to complete a Conflict
11 of Interest Statement prior to, during, or after execution of this Agreement.
12 CONSULTANT understands and agrees that, as a condition of this Agreement,
13 CONSULTANT shall complete a Conflict of Interest Statement when requested to do so
14 by DISTRICT.
15

16 10. SUBCONTRACTS

17 CONSULTANT shall perform the services described herein using the resources
18 customarily available within the firm. No other portion of the services performed under
19 this Agreement shall be subcontracted without prior written authorization by DISTRICT.
20 In the event CONSULTANT subcontracts any portion of CONSULTANT'S duties under
21 this Agreement, CONSULTANT shall require its subcontractors to comply with all of the
22 provisions of this Agreement in the same manner as required of CONSULTANT.
23

24 11. REQUIRED INSURANCE

25 Without limiting or diminishing CONSULTANT'S obligation to indemnify or hold
26 DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be
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1 maintained, at its sole cost and expense, the following insurance coverages during the
2 term of this Agreement:

3 • **Workers' Compensation:**

4 If CONSULTANT has employees as defined by the State of California,
5 CONSULTANT shall maintain Workers' Compensation Insurance (Coverage A) as
6 prescribed by the laws of the State of California. Policy shall include Employer's
7 Liability (Coverage B) including Occupational Disease with limits not less than
8 \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation
9 in favor of DISTRICT and, if applicable, to provide a Borrowed Servant/Alternate
10 Employer endorsement.
11

12 • **Commercial General Liability:**

13 Commercial General Liability insurance coverage, including but not limited to,
14 premises liability, contractual liability, completed operations, personal and
15 advertising injury covering claims which may arise from or out of
16 CONSULTANT'S performance of its obligations hereunder. Policy shall name the
17 Riverside County Flood Control and Water Conservation District, the County of
18 Riverside, special district, their respective directors, officers, Board of Supervisors,
19 elected officials, employees, agents or representatives as additional insureds.
20 Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined
21 single limit. If such insurance contains a general aggregate limit, it shall apply
22 separately to this Agreement or be no less than two (2) times the occurrence limit.
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25 • **Vehicle Liability:**

26 If CONSULTANT'S vehicles or mobile equipment are used in the performance of
27 the obligations under this Agreement, CONSULTANT shall maintain liability
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1 insurance for all owned, non-owned or hired vehicles in an amount not less than
2 \$1,000,000 per occurrence combined single limit. If such insurance contains a
3 general aggregate limit, it shall apply separately to this Agreement or be no less
4 than two (2) times the occurrence limit. If CONSULTANT does not own vehicles,
5 CONSULTANT shall maintain coverage for non-owned or hired vehicles in an
6 amount not less than \$1,000,000 per occurrence combined single limit. Such non-
7 owned or hired coverage may be included on the Commercial General Liability
8 policy. Policy shall name the Riverside County Flood Control and Water
9 Conservation District, the County of Riverside, special districts, their respective
10 directors, officers, Board of Supervisors, elected officials, employees, agents, or
11 representatives as additional insureds.
12

13 • **Professional Liability:**

14 CONSULTANT shall maintain Professional Liability Insurance providing coverage
15 for CONSULTANT'S performance of work included within this Agreement, with a
16 limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual
17 aggregate. If CONSULTANT'S Professional Liability Insurance is written on a
18 claims made basis rather than an occurrence basis, such insurance shall continue
19 through the term of this Agreement and CONSULTANT shall purchase at his sole
20 expense either 1) an Extended Reporting Endorsement (also known as Tail
21 Coverage); or 2) Prior Dates Coverage from a new insurer with a date retroactive to
22 the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through
23 Certificates of Insurance that CONSULTANT has maintained continuous coverage
24 with the same or original insurer. Coverage provided under items; 1), 2) or 3) will
25 continue for a period of three (3) years beyond the termination of this Agreement.
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1 • **General Insurance Provisions – All Lines:**

- 2 a. Any insurance carrier providing insurance coverage hereunder shall be
3 admitted to the State of California and have an A.M. BEST rating of not less
4 than an A: VIII (A: 8) unless such requirements are waived, in writing, by the
5 County Risk Manager. If the County's Risk Manager waives a requirement
6 for a particular insurer such waiver is only valid for the specific insurer and
7 only for one policy term.
- 8
- 9 b. CONSULTANT'S insurance carrier(s) must declare its insurance deductibles
10 or self-insured retentions. If such deductibles or self-insured retentions
11 exceed \$500,000 per occurrence such deductibles and/or retentions shall have
12 the prior written consent of the County Risk Manager before the
13 commencement of operations under this Agreement. Upon notification of
14 deductibles or self-insured retentions which are deemed unacceptable to the
15 DISTRICT, at the election of the County's Risk Manager, CONSULTANT'S
16 carriers shall either; 1) reduce or eliminate such deductibles or self-insured
17 retentions with respect to this Agreement with DISTRICT, or 2) procure a
18 bond which guarantees payment of losses and related investigations, claims
19 administration, defense costs and expenses.
- 20
- 21 c. CONSULTANT shall cause their insurance carrier(s) to furnish DISTRICT
22 1) a properly executed original certificate(s) of insurance and original
23 certified copies of endorsements effecting coverage as required herein; or, 2)
24 if requested to do so orally or in writing by the County Risk Manager,
25 provide original certified copies of policies including all endorsements and
26 all attachments thereto, showing such insurance is in full force and effect.
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1 Further, said certificate(s) and policies of insurance shall contain the
2 covenant that the insurance carrier(s) shall provide no less than thirty (30)
3 days written notice be given to DISTRICT prior to any material modification
4 or cancellation of such insurance. In the event of a material modification or
5 cancellation of coverage, this Agreement shall terminate forthwith, unless
6 DISTRICT receives, prior to such effective date, another properly executed
7 original certificate of insurance and original copies of endorsements or
8 original certified policies, including all endorsements and attachments
9 thereto, evidencing coverages and the insurance required herein is in full
10 force and effect. Individual(s) authorized by the insurance carrier to do so on
11 its behalf shall sign the original endorsements for each policy and the
12 certificate of insurance.
13

14 CONSULTANT shall not commence operations until DISTRICT has been
15 furnished with original certificate(s) of insurance and original certified copies
16 of endorsements or policies of insurance including all endorsements and any
17 and all other attachments as required in this Section.
18

- 19 d. It is understood and agreed by the parties hereto and CONSULTANT'S
20 insurance company(s), that the certificate(s) of insurance and policies shall so
21 covenant and shall be construed as primary insurance and the DISTRICT'S
22 insurance and/or deductibles and/or self-insured retentions or self-insured
23 programs shall not be construed as contributory.
24
- 25 e. If, during the term of this Agreement or any extension thereof, there is a
26 material change in the scope of services; or there is a material change in the
27 equipment to be used in the performance of the scope of work which will add
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1 additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or
2 the term of this Agreement, including any extensions thereof, exceeds five (5)
3 years, the County reserves the right to adjust the types of insurance required
4 under this Agreement and the monetary limits of liability for the insurance
5 coverage's currently required herein, if, in the County Risk Manager's
6 reasonable judgment, the amount or type of insurance carried by the
7 CONSULTANT has become inadequate.

- 8
- 9 f. CONSULTANT shall pass down the insurance obligations contained herein
10 to all tiers of subcontractors working under this Agreement.
- 11 g. The insurance requirements contained in this Agreement may be met with a
12 program(s) of self-insurance acceptable to DISTRICT.
- 13 h. CONSULTANT agrees to notify DISTRICT of any claim by a third party or
14 any incident or event that may give rise to a claim arising from the
15 performance of this Agreement.
- 16

17 12. INDEMNIFICATION

18 CONSULTANT shall indemnify and hold harmless DISTRICT (including its directors,
19 officers, Board of Supervisors, elected and appointed officials, employees, agents and
20 representatives) from any liability, claim, damage, proceeding or action, present or future,
21 based upon, arising out of or in any way relating to CONSULTANT'S (including its
22 officers, employees, subcontractors and agents) actual or alleged negligent, reckless or
23 willful misconduct acts or omissions related to this Agreement, performance under this
24 Agreement, or failure to comply with the requirements of this Agreement, including but
25 not limited to: (a) property damage; (b) bodily injury or death; or (c) any other element of
26 any kind or nature whatsoever.

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1 CONSULTANT shall defend, at its sole expense, including all costs and fees (including
2 but not limited to attorney fees, cost of investigation, defense and settlements or awards),
3 DISTRICT (including its directors, officers, Board of Supervisors, elected and appointed
4 officials, employees, agents and representatives) in any claim, proceeding or action for
5 which indemnification is required.

6 With respect to any of CONSULTANT'S indemnification requirements, CONSULTANT
7 shall, at its sole cost, have the right to use counsel of their own choice and shall have the
8 right to adjust, settle, or compromise any such claim, proceeding or action without the
9 prior consent of DISTRICT; provided, however, that such adjustment, settlement or
10 compromise in no manner whatsoever limits or circumscribes CONSULTANT'S
11 indemnification obligations to DISTRICT.
12

13 CONSULTANT'S indemnification obligations shall be satisfied when CONSULTANT
14 has provided to DISTRICT the appropriate form of dismissal (or similar document)
15 relieving DISTRICT from any liability for the claim, proceeding or action involved.
16

17 The specified insurance limits required in this Agreement shall in no way limit or
18 circumscribe CONSULTANT'S obligations to indemnify and hold harmless DISTRICT
19 from third party claims.

20 In the event there is conflict between this section and California Civil Code Section 2782,
21 this section shall be interpreted to comply with Civil Code 2782. Such interpretation
22 shall not relieve the CONSULTANT from indemnifying DISTRICT (including its
23 directors, officers, Board of Supervisors, elected and appointed officials, employees,
24 agents and representatives) to the fullest extent allowed by law.
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1 13. WORK PRODUCT

2 All calculations, maps, field notes, reports or other materials produced by
3 CONSULTANT in the performance of the services described herein shall become and
4 remain the sole property of DISTRICT.

5 14. INDEPENDENT CONTRACTOR; NON-EXCLUSIVE AGREEMENT

6 CONSULTANT and the agents and employees of CONSULTANT, shall act at all times
7 in an independent capacity during the term of this Agreement and in the performance of
8 the services to be rendered hereunder and shall not act as, or shall not be and shall not in
9 any manner be considered to be employees or agents of DISTRICT.

10 This is not an exclusive agreement between DISTRICT and CONSULTANT; and
11 DISTRICT may obtain the same or similar services from another firm if DISTRICT
12 determines that is appropriate. DISTRICT is not obligated to have CONSULTANT
13 provide a specific minimum amount of services pursuant to this Agreement.

14 15. CONFIDENTIALITY OF DATA

15 All financial, statistical, personal, technical or other data and information which is
16 designated confidential by DISTRICT and subsequently made available to
17 CONSULTANT shall not be disclosed (in whole or in part) by CONSULTANT to any
18 third parties and shall be protected by CONSULTANT from unauthorized use and
19 disclosure. The only exception to this shall be if disclosure is approved in advance in
20 writing by DISTRICT; or if the disclosure is made to CONSULTANT'S subcontractors
21 as anticipated by this Agreement.

22 CONSULTANT shall not issue any news release or public relations item regarding
23 designated confidential information, or CONSULTANT'S work under this Agreement,
24 without prior review of the contents and written approval by DISTRICT.

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1 These same requirements shall be applicable to any of CONSULTANT'S subcontractors.
2 CONSULTANT shall include the requirements stated in this section in the agreement
3 with any of its subcontractors.

4 16. NON-DISCRIMINATION

5 In the performance of the terms of this Agreement, CONSULTANT shall not engage in
6 nor permit others it may employ to engage in discrimination in the employment of
7 persons because of the race, color, national origin or ancestry, religion, physical
8 handicap, medical condition, marital status or sex of such persons, in accordance with the
9 provision of California Labor Code Section 1735.

10 In the event of CONSULTANT'S noncompliance with the nondiscrimination provisions
11 of this Agreement, DISTRICT shall impose such Agreement sanctions as it determines to
12 be appropriate, including, but not limited to:
13

14 A. Withholding of payments to CONSULTANT under the Agreement until
15 CONSULTANT complies;

16 B. Cancellation, termination, or suspension of the Agreement in whole or in part.

17
18 CONSULTANT shall include the nondiscrimination and compliance provisions of this
19 clause in all subcontracts to perform work under this Agreement.

20 17. ASSIGNMENT

21 Neither this Agreement nor any part thereof shall be assigned by CONSULTANT
22 without the prior written consent of DISTRICT.

23
24 18. JURISDICTION/LAW/SEVERABILITY

25 This Agreement is to be construed in accordance with the laws of the State of California.
26 If any provision of this Agreement is held by a court of competent jurisdiction to be
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1 invalid, void or unenforceable, the remaining provisions shall be declared severable and
2 shall be given full force and effect to the extent possible.

3 CONSULTANT shall comply with all applicable Federal, State and local laws, statutes,
4 ordinances, rules and regulations and the orders and decrees of any courts or
5 administrative bodies or tribunals currently in effect and in any manner affecting the
6 performance of this Agreement, including, without limitation, workers' compensation
7 laws, licensing and regulations.

8
9 19. WAIVER

10 Any waiver by DISTRICT of any breach of any one or more of the terms of this
11 Agreement shall not be construed to be a waiver of any subsequent or other breach of the
12 same or of any other term thereof. Failure on the part of DISTRICT to require exact, full
13 and complete compliance with any terms of this Agreement shall not be construed as in
14 any manner changing the terms hereof, or estopping DISTRICT from enforcement
15 hereof.

16
17 Any legal action, in law or equity, related to the performance or interpretation of this
18 Agreement shall be filed only in the Superior Court for the State of California located in
19 Riverside, California, and the parties waive any provision of law providing for a change
20 of venue to another location. Prior to the filing of any legal action, the parties shall be
21 obligated to attend a mediation session with a neutral mediator to try to resolve the
22 dispute.

23
24 20. MODIFICATIONS

25 This Agreement may be amended or modified only by mutual written agreement of the
26 parties. No alteration or variation of the terms of this Agreement will be valid unless
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1 made in writing and signed by the parties hereto and no oral understanding or agreement
2 not incorporated herein will be binding on any of the parties hereto.

3 21. RECORD RETENTION/AUDITS

4 Upon completion of each assignment, as determined by DISTRICT, CONSULTANT
5 shall deliver all work products to DISTRICT for retention. CONSULTANT shall be
6 relieved of its records retention requirements three years after expiration of the term of
7 this Agreement or completion of any audit commenced within the three year period.
8

9 22. TERMINATION

10 This Agreement may be terminated by either CONSULTANT or DISTRICT upon
11 written notice to the other party in the event of substantial failure of performance by the
12 other party. DISTRICT may terminate this Agreement at any time should
13 CONSULTANT fail to perform the work as required. In the event of such termination,
14 CONSULTANT shall be paid for work completed and delivered to DISTRICT in a
15 timely and successful manner after receipt of notification and DISTRICT may proceed
16 with the work in any manner deemed proper by DISTRICT.
17

18 DISTRICT also reserves the right to terminate this Agreement at DISTRICT'S sole
19 discretion and without cause upon fourteen (14) calendar days written notice to
20 CONSULTANT. In the event of such termination, CONSULTANT is entitled to
21 payment (in accordance with the rates set forth on Attachment "B") for all services
22 performed in accordance with this Agreement up to and including the date written notice
23 of Agreement termination is received by CONSULTANT.
24

25 In the event of termination of this Agreement, upon demand, CONSULTANT shall
26 immediately deliver to DISTRICT all notes, studies, reports, plans, drawings and all other
27 materials and documents prepared by CONSULTANT or provided by DISTRICT
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1 pursuant to this Agreement. All such documents and materials shall be the property of
2 DISTRICT.

3 23. NOTICES

4 Any notices sent or required to be sent to either party shall be mailed to the following
5 addresses:

6 RIVERSIDE COUNTY FLOOD CONTROL
7 AND WATER CONSERVATION DISTRICT
8 1995 Market Street
9 Riverside, CA 92501

RBF CONSULTING
40810 County Center Drive
Suite 100
Temecula, CA 92591
Attn: Mike Tylman

10 24. NON-APPROPRIATION OF FUNDS – It is mutually agreed and understood that the
11 obligations of DISTRICT are limited by and contingent upon the availability of
12 DISTRICT funds for the reimbursement of CONSULTANT'S fees. In the event that
13 such funds are not forthcoming for any reason, DISTRICT shall immediately notify
14 CONSULTANT in writing. This Agreement shall be deemed terminated and have no
15 further force and effect immediately on receipt of DISTRICT'S notification by
16 CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to
17 payment for work already done in accordance with the rates set forth on Attachment "B".
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1 IN WITNESS WHEREOF, the parties hereto have executed this

2 Agreement on _____
3 (to be filled in by Clerk of the Board)

4 RECOMMENDED FOR APPROVAL:

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

5
6 By Steve Thomas
7 ~~For~~ WARREN D. WILLIAMS
8 General Manager-Chief Engineer

By _____
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

9 APPROVED AS TO FORM:

ATTEST:

10 PAMELA J. WALLS
11 County Counsel

KECIA HARPER-IHEM
Clerk of the Board

12 By Neal Kipnis
13 NEAL R. KIPNIS
14 Deputy County Counsel

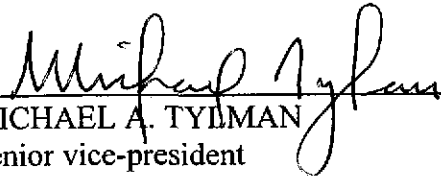
By _____
Deputy

(SEAL)

25 RBF Consulting Services Agreement
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RBF CONSULTING


MICHAEL A. TYLMAN
Senior vice-president

RBF Consulting Services Agreement

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

ATTACHMENT "A"

**Improvement Plan, Environmental Documents, Water Quality, and Encroachment
Permit Review**

Proposed Scope of Work

The following plans, calculations and documents shall be typically reviewed for compliance with the District's recommended Conditions of Approval, engineering and maintenance standards and other applicable requirements in the course of processing land development cases and District interest projects not associated with land development cases.

- a. street improvement plans (drainage related);
- b. grading plans (rough and fine);
- c. drainage improvement plans including storm drain, detention basin, levee and channel plans;
- d. water-sewer plans (conflict with drainage plans only);
- e. hydrologic and hydraulic calculations;
- f. structural calculations;
- g. adjacent drainage improvement plans;
- h. final map and environmental constraint sheets;
- i. right of way documents;
- j. CC&R's;
- k. bonding estimates;
- l. environmental related documents;
- m. water quality plan; and
- n. encroachment permit.

A. IMPROVEMENT PLAN REVIEW PROCEDURE

The District will coordinate the overall improvement plan review with other District sections, County agencies and private engineers as required. CONSULTANT shall provide assistance as required by this Agreement. All checked plans shall be returned to District for discussion along with a draft plan check letter for approval. CONSULTANT shall sign and seal all final correspondence pertaining to an improvement plan review. An area shall be provided on the final correspondence for signature by District indicating its concurrence with and acknowledgement of the review and recommendations set forth therein.

In the course of conducting its improvement plan review, CONSULTANT shall become thoroughly familiar with District's improvement plan review process and the unique characteristics of each assigned land use case, including but not limited to the following:

1. Conducting a thorough investigation of the project's case history and the District's Conditions of Approval. Most pertinent information such as District

- facilities (both existing and master planned), Area Drainage Plan fees, Right of Way requirements and other important data are found in the project file or found in the Subdivision Section of District.
2. Becoming familiar with District's hydrology manual, design standards and drafting standards. District staff will provide assistance where needed.
 3. Marking plans for correction and preparing a summary checklist of review comments.
 4. Determining whether drainage plans submitted are to be maintained and operated by the District, or whether they are drainage facilities to be "maintained by others". If the subject improvements are:
 - a. District Maintained Facilities – The Improvement Plans shall be checked according to District standards. CONSULTANT should further check for appropriate right of way conveyances, plats and consult with District staff for specifics, if necessary.
 - b. Facilities Maintained By Others – The Improvement Plans shall be checked in accordance with the Memorandum of Understanding between the District and the Riverside County Riverside Transportation Department.
 5. Improvement plan reviews should include all the following tasks:
 - a. Checking the design for conformance with:
 1. Tentative Map, Specific Plans and Site Plans;
 2. District's conditions of approval;
 3. Other agencies' recommendations (i.e., Riverside County Transportation Department, Caltrans, etc.); and
 4. District Master Drainage Plans and other proposed drainage improvement plans.
 - b. Checking for good engineering practice and verify that the proposed design will function properly.
 - c. Examining the overall concept prior to checking the details.
 - d. Calling out any conflicts, mistakes, inaccuracies and/or omissions shown on the plans.
 - e. Providing recommendations to redesign any portion of the project that will, in the opinion of CONSULTANT:
 1. Not function due to insufficient engineering;
 2. Not meet the intent of the County requirements;
 3. Be potentially unsafe;
 4. Be a maintenance problem or result in higher operation/maintenance costs to District; or

5. Be impractical to construct.
- f. Calling attention to any unique problems characteristic to the site.
- g. Updating case status in the District's improvement plan tracking system.

B. ENVIRONMENTAL DOCUMENTATION REVIEW

The following guidelines provide the minimum standards of practice expected in reviewing environmental related documents submitted as part of the plan check review process.

- **California Environmental Quality Act (CEQA).**

Review Initial Study or Environmental Impact Report, if applicable, to evaluate if potential impacts to biological resources, hydrology and water quality associated with the construction, operation and maintenance of the proposed onsite and offsite drainage facilities were appropriately addressed.

Review CEQA documentation for consistency with District's existing Master Drainage Plan mitigation requirements.

- **Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP).**

Review documentation for compliance of the proposed construction of onsite and offsite drainage facilities with Section 3.2.1., Criteria Area and Public/Quasi Public Lands; Section 6.1.2., Riparian/Riverine Areas and Vernal Pools; Section 6.1.3., Narrow Endemic Plant Species; Section 6.1.4., Urban/Wildlife Interface Guidelines; Section 6.3.2., Additional Surveys; Section 7.5.3., Construction Guidelines; and Appendix "C" of the MSHCP.

- **Regulatory Permits.**

Review draft regulatory permits for the construction, operation and future maintenance of the proposed flood control facilities, including U.S. Army Corps of Engineers Section 404 permits, Regional Water Quality Control Board Section 401 "Water Quality" Certifications, California Department of Fish and Game Section 1602 "Streambed Alteration Agreements" and Regional Water Quality Control Board Porter-Cologne program "Waste Discharge Requirements".

C. WATER QUALITY MANAGEMENT PLAN REVIEW

CONSULTANT shall be methodically familiar with District's Water Quality Management Plan (WQMP) procedure and hold a Certificate of Completion (attach copies to SOQ) training in WQMP. The WQMP is developed to address post-construction urban runoff from New Development and Significant Redevelopment projects under the County's jurisdiction. WQMP is intended to provide guidelines for project-specific post-

construction Best Management Practices (BMPs) to address urban runoff quantity and quality to protect receiving waters.

CONSULTANT shall review preliminary and project-specific WQMP that:

1. Addresses Site Design BMPs such as minimizing impervious areas, Maximizing permeability, minimizing directly connected impervious areas, creating reduced or "zero discharge" areas, and conserving natural areas;
2. Incorporates the applicable Source Control BMPs as described in the Santa Ana River (or Santa Margarita River) Region WQMP and provides a detailed description of their implementation;
3. Incorporates Treatment Control BMPs as described in the Santa Ana River (or Santa Margarita River) Region WQMP and provides information regarding design considerations;
4. Describes the long-term Operation and Maintenance requirements for BMPs requiring long-term maintenance;
5. Describes the mechanism for funding the long-term Operation and Maintenance of the BMPs requiring long-term maintenance.

D. ENCROACHMENT PERMIT

CONSULTANT shall become familiar with the District's encroachment permit review process, including but not limited to the following:

1. Check for wet signature on approved plans for the proposed work.
2. Make certain one copy of the District As-Built drawing(s) clearly show(s) the proposed work to be done under the requested encroachment permit.
3. Ascertain that a copy of the approved and filed CEQA document (e.g., Notice of Exemption, Negative Declaration, Mitigated Negative Declaration/Initial Study, Environmental Impact Report and Statement of Overriding Consideration) as prepared by the Lead Agency for the proposed project is submitted to the District. Applicant shall be responsible for complying with all mitigation (if any) measures as required by CEQA.
4. Ensure proof of prior compliance with the approved MSHCP is submitted to the District.
5. Confirm that the encroachment permit applications proposing to discharge stormwater or non-stormwater into District facilities must have an approved WQMP to mitigate water quality impacts from the proposed project.

6. Review hydrology and hydraulic calculations prepared for storm drain connections, bridges and culvert crossings.
7. Review regulatory permits (when applicable).

ATTACHMENT 'B'



Riverside County Flood Control District Hourly Rate Schedule Plan Checking Services

Key Personnel	Hourly Rate
PRINCIPAL IN CHARGE	
Michael Tylman, PE	\$230.00
PROJECT MANAGER	
John McCarthy, PE, CFM	\$198.00
HYDROLOGY / HYDRAULIC IMPROVEMENT MANAGEMENT	
Howard Bamdt, PE, CFM	\$160.00
Steve Giffen, PE	\$160.00
Lynn Johnson	\$144.00
ENVIRONMENTAL REVIEW	
Ruth Bajza Villalobos	\$198.00
Rebecca Kinney, PE	\$144.00
Richard Beck, REA, CEM, CEI	\$144.00
Tom Dodson - Consultant	\$160.00
WATER QUALITY MANAGEMENT PLAN REVIEW	
Anna Lantin, PE, CPSWQ, CPESC	\$198.00
Daniel Apt, CPSWQ, CPESC	\$160.00
Tanya Bilezikjian, PE, CPESC, CPSWQ	\$144.00
GRADING PLAN / COOR'S BOND ESTIMATES	
John Tanner, PE	\$190.00
Tom Burnside, PE	\$144.00
STRUCTURAL REVIEW	
Chad Harden SE, PE	\$190.00
Kevin Burke, PE	\$144.00
MAPPING REVIEW	
Thomas Verloop, PLS	\$175.00
John Duquette, PLS	\$175.00