

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

208B



FROM: General Manager-Chief Engineer

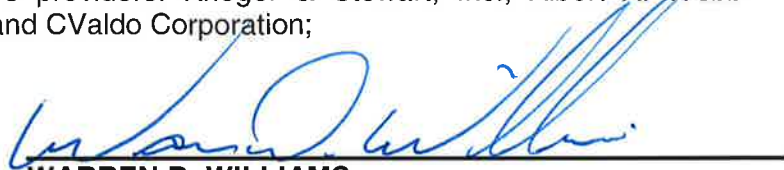
SUBMITTAL DATE:
June 19, 2012

SUBJECT: Prequalification for On-Call Plan Check Services

RECOMMENDED MOTION:

1. Approve the On-Call Plan Check Services Providers List (Attachment "A") for use on an as-needed basis, with a not-to-exceed limit of \$5,550,000 over three years, for Fiscal Years 2012-13, 2013-14 and 2014-15;
2. Approve four (4) multi-year Consulting Services Agreements between the District and the following On-Call Plan Check Services providers: Krieger & Stewart, Inc., Albert A. Webb Associates, Atkins North America, Inc. and CValdo Corporation;

Continued on page 2


WARREN D. WILLIAMS
 General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	\$0	In Current Year Budget:	NO
	Current F.Y. County Cost:	N/A	Budget Adjustment:	N/A
	Annual Net District Cost:	\$950,000	For Fiscal Year:	12/13; 13/14; 14/15

SOURCE OF FUNDS:		Positions To Be Deleted Per A-30	<input type="checkbox"/>
524820 25110 947400- 25170 947520	Zones 1 through 7 Engineering Services		
524820 40670 947160	Encroachment Permits Engineering Services		
524820 40660 947140	Subdivision Operations Engineering Services	Requires 4/5 Vote	<input type="checkbox"/>
524820 15000 947180	Special Accounting Engineering Services		

C.E.O. RECOMMENDATION: APPROVE

BY: 
 Michael R. Shetler

County Executive Office Signature

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

Prev. Agn. Ref.: **District:** All **Agenda Number:** **11.6**

FISCAL PROCEDURES APPROVED
 IVAN M. CHAND, FINANCE DIRECTOR
 BY: 
 JEANINE J. REY
 FORM APPROVED COUNTY COUNSEL
 BY: 
 NEAL R. KIPNIS
 DATE: 5/31/12

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

SUBJECT: Prequalification for On-Call Plan Check Services

SUBMITTAL DATE: June 19, 2012

Page 2

RECOMMENDED MOTION: (Continued)

3. Authorize the Chairman to execute the Agreement documents on behalf of the District;
4. Authorize the District's General Manager-Chief Engineer to exercise the renewal option of the Agreements for Fiscal Years 2013-2014 and 2014-2015; and
5. Authorize the District's General Manager-Chief Engineer to sign any necessary amendments to the Agreements that do not increase the cost to the District and do not materially change the scope of work.

BACKGROUND:

The primary purpose of the Pre-qualified On-Call List (On-Call list) is to provide expedited access to supplemental engineering services and associated specialized technical expertise necessary to support the District's ongoing improvement plan review activities.

On-Call Plan Check Service Providers allow District to effectively respond to the fluctuating demands of development activity without affecting District's core staffing levels or resources. In order to ensure robust capacity and timely improvement plan reviews, District staff is recommending that the contract limits set forth in Board Policy H-7 (\$100,000 per project with a further \$100,000 cap in a single year) be increased. The subject On-Call List would authorize a three-tier structure with annual contract limits of \$400,000, \$250,000 and \$ 150,000, respectively (\$5,550,000 over three (3) years).

Pursuant to County Board Policy H-7, on February 1, 2012, the District mailed a Request for Qualifications to various consulting civil engineering firms with the intent to establish a pre-qualified list of plan check service providers. A Notice of Availability was also published in The Press Enterprise on February 6, 2012. The Request for Qualifications was also made available to the public on the District's website from February 2, 2012 through February 23, 2012.

Ten firms submitted Statement of Qualifications packages. A selection committee comprised of District office staff was established to review and rank each firm's qualifications relative to the following:

- Relevant Experience, Technical Competence and Past Performance;
- Personnel - Technical Competence & Qualifications;
- Support Resources; and
- Location/Local Experience

The On-Call list (Attachment "A") was developed as a result of this Request for Qualifications. The On-Call list is valid for three years. Prior to its expiration on June 30, 2015, the District will issue another Request for Qualifications.

Three of the recommended On-Call Plan Check Service Providers (Albert A. Webb Associates, Atkins North America, Inc. and CValdo Corporation) have assisted the District with its plan check efforts for many years and are currently under contract with the District. A fourth firm, Krieger & Stewart, Inc., will provide the District with additional capacity and expertise. Under the consulting services agreements recommended for approval via this action, the District will have the ability, but no obligation, to utilize the services of Albert A. Webb Associates, Atkins North America, Inc., Krieger & Stewart, Inc., and CValdo Corporation for improvement plan review and associated engineering services on an as-needed basis over fiscal year 2012-13 with option for two additional one-year extensions. These agreements are for a "not-to-exceed" annual amount for each firm as described in the respective

agreements with total aggregate capacity of \$950,000 per year. The District will apportion the work among these four firms based on a number of factors such as work load, continuity, special expertise and strength specific to the project. Depending on work load over the next three years, the District may enter into an agreement with one or more of the other firms on the On-Call list.

County Counsel has approved the agreements as to legal form.

FINANCIAL:

Pursuant to County Ordinance No. 671, the cost of plan review services provided by the On-Call Plan Check Service Providers will be funded primarily by those parties processing improvement plans through the District. In addition, for District related projects, sufficient funds will be included in the District's Zone 1 through Zone 7 proposed budget(s) for Fiscal Years 2012-2013, 2013-2014 and 2014-2015.

3- TIERED PRE-QUALIFIED LIST OF ON-CALL PLAN CHECK SERVICES PROVIDERS

(Services with a not-to-exceed limit of \$5,550,000 over three years)

TIER 1

[Not to Exceed \$400,000 per year]

CValdo Corporation

TIER 2

[Not to Exceed \$250,000 per year]

Atkins North America, Inc.

TIER 3

[Not to Exceed \$150,000 per year]

Bureau Veritas North America, Inc.

Engineering Resources of Southern California, Inc.

Harris & Associates, Inc.

Krieger & Stewart, Inc.

RBF Consulting

Albert A. Webb Associates

Willdan Engineering

Hunsaker & Associates Irvine, Inc.

CONSULTING SERVICES AGREEMENT

On-Call Plan Check Services

1
2 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION
3 DISTRICT, hereinafter called "DISTRICT", and KRIEGER & STEWART, INC., a California
4 corporation, hereinafter called "CONSULTANT", hereby agree as follows:
5

1. **PROJECT**

6
7 CONSULTANT shall provide professional consulting services in support of
8 DISTRICT'S Development and Plan Check review activities in accordance with
9 applicable Federal, State, and local laws and regulations.

10 2. **SCOPE OF SERVICES**

11 As requested by DISTRICT, CONSULTANT shall provide engineering and ancillary
12 professional services to fully and adequately perform and complete in a skillful, timely
13 and professional manner those consulting services as described in the "Scope of
14 Services" attached hereto as Attachment "A" and made a part hereof. During the term
15 of this Agreement, CONSULTANT may be invited to submit budget proposals for
16 some or all of the various services listed in Attachment A as requested by DISTRICT
17 and be assigned subsequent tasks. CONSULTANT understands and expressly agrees
18 that the execution of this Agreement by CONSULTANT and/or the submission of any
19 budget proposal to furnish services does not guarantee the assignment or approval of
20 any subsequent task(s). CONSULTANT shall not perform any work except as directed
21 by DISTRICT in writing.
22

23
24 By entering into this Agreement, CONSULTANT assumes responsible charge of the
25 work pursuant to Section 6703 of the Professional Engineers Act; Chapter 7 of Division
26 3 of the Business and Professions Code, and shall be wholly responsible for the
27
28

1 completeness and accuracy of all data, technical studies, reports, plans, specifications
2 and estimates prepared pursuant to this Agreement, and shall check all such material
3 accordingly.

4 3. **TERM**

5 CONSULTANT shall not commence performance of any work or services, for any
6 reason whatsoever, until DISTRICT has provided CONSULTANT with a written
7 Notice to Proceed authorizing CONSULTANT to initiate work pursuant to this
8 Agreement. No payment will be made for any work or services performed prior to the
9 issuance of said Notice to Proceed. The term of this Agreement shall start on July 1,
10 2012 and shall terminate at midnight on June 30, 2013 with option for two (2)
11 additional one-year extensions. Prior to the termination of this Agreement, by mutual
12 written consent of DISTRICT and CONSULTANT, this Agreement may be renewed
13 for two (2) additional fiscal years through June 30, 2015.

14
15 4. **COMPENSATION AND PAYMENT**

16 CONSULTANT shall receive compensation for all services satisfactorily performed
17 and expenses incurred in accordance with CONSULTANT'S "Fee Schedule", attached
18 hereto as Attachment "B" and made a part hereof. The total amount of compensation
19 paid to CONSULTANT for the performance of all services approved pursuant to this
20 Agreement shall not exceed the sum of one hundred fifty thousand dollars (\$150,000),
21 in any given fiscal year. CONSULTANT shall submit its invoice monthly, in arrears,
22 no later than sixty (60) calendar days following the month for which services were
23 rendered. Failure to submit a timely invoice will result in non-payment of services.
24 DISTRICT shall not be responsible for payment of any of CONSULTANT'S invoices
25 submitted after the 60-day period.
26
27
28

1 DISTRICT shall pay CONSULTANT within forty-five (45) days after DISTRICT'S
2 receipt of CONSULTANT'S appropriate invoices. DISTRICT shall not pay interest or
3 finance charges on any outstanding balance(s). CONSULTANT shall keep employee
4 and expense records according to customary accounting methods and such records shall,
5 upon request, be available for inspection by DISTRICT to verify the invoices of
6 CONSULTANT. All invoices shall itemize charges to conform to the portion(s) of
7 work and fee schedule as set forth on DISTRICT approved CONSULTANT'S budget
8 proposal and Attachment B, respectively.

9 Except as specifically provided for and stated in this Agreement or Attachment B, the
10 DISTRICT shall not be responsible for payment of any of CONSULTANT'S expenses
11 related to this Agreement.
12

- 13 5. **LICENSES** – CONSULTANT, its employees, agents, contractors and subcontractors
14 shall possess appropriate Federal and/or State permits and maintain professional
15 licenses required by the applicable Federal, State and local regulations at all times while
16 performing services under this Agreement.

17 6. **STANDARD OF CARE**

18 While performing the services, CONSULTANT shall exercise the reasonable
19 professional care and skill customarily exercised by reputable members of
20 CONSULTANT'S profession practicing in the State of California, and shall use
21 reasonable diligence and best judgment while exercising CONSULTANT'S professional
22 skill and expertise. By executing this Agreement, CONSULTANT represents and
23 maintains that CONSULTANT has the necessary experience and expertise to skillfully
24 perform all services, duties and obligations required by this Agreement and to fully and
25 adequately complete each assignment or approved task.
26
27
28

7. **NOTICES**

Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT 1995 Market Street Riverside, CA 92501 Attn: Development Review/Plan Check Section	KRIEGER & STEWART, INC. 3602 University Avenue Riverside, CA 92501 Attn: Charles A. Krieger
---	--

8. **SUBCONTRACTING**

CONSULTANT may, at CONSULTANT'S own expense, retain or employ sub-consultants to accomplish certain portions of the work covered by this Agreement. However, except as specifically provided in Attachment B or as expressly identified in this Agreement, no portion of the services pertinent to this Agreement shall be subcontracted without prior written approval and authorization by DISTRICT.

In the event CONSULTANT subcontracts any portion of CONSULTANT'S duties under this Agreement, CONSULTANT shall require its subcontractors to comply with the terms of this Agreement in the same manner as required of CONSULTANT. The fact that CONSULTANT employs special consultants not in his regular employ shall not relieve CONSULTANT of any responsibility regarding the adequacy of the special consultant's designs or other work performed pursuant to this Agreement.

9. **REQUIRED INSURANCE**

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

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

5 A. Workers' Compensation

6 If CONSULTANT has employees as defined by the State of California,
7 CONSULTANT shall maintain Workers' Compensation Insurance (Coverage A)
8 as prescribed by the laws of the State of California. Policy shall include
9 Employer's Liability (Coverage B) including Occupational Disease with limits
10 not less than \$1,000,000 per person per accident. Policy shall be endorsed to
11 waive subrogation in favor of DISTRICT and, if applicable, to provide a
12 Borrowed Servant/Alternate Employer endorsement.
13

14 B. Commercial General Liability

15 Commercial General Liability insurance coverage, including but not limited to,
16 premises liability, contractual liability, completed operations, personal and
17 advertising injury covering claims which may arise from or out of
18 CONSULTANT'S performance of its obligations hereunder. Policy shall name
19 Riverside County Flood Control and Water Conservation District, the County of
20 Riverside, special districts, their respective directors, officers, Board of
21 Supervisors, elected officials, employees, agents or representatives as additional
22 insureds. Policy's limit of liability shall not be less than \$1,000,000 per
23 occurrence combined single limit. If such insurance contains a general
24 aggregate limit, it shall apply separately to this Agreement or be no less than
25 two (2) times the occurrence limit.
26
27
28

C. Vehicle Liability

1 If vehicles or mobile equipment are used in the performance of the obligations
2 under this Agreement, CONSULTANT shall maintain liability insurance for all
3 owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per
4 occurrence combined single limit. If such insurance contains a general
5 aggregate limit, it shall apply separately to this Agreement or be no less than
6 two (2) times the occurrence limit. If CONSULTANT does not own vehicles,
7 CONSULTANT shall maintain coverage for non-owned or hired vehicles in an
8 amount not less than \$1,000,000 per occurrence combined single limit. Such
9 non-owned or hired coverage may be included on the Commercial General
10 Liability policy. Policy shall name Riverside County Flood Control and Water
11 Conservation District, the County of Riverside, special districts, their respective
12 directors, officers, Board of Supervisors, elected officials, employees, agents or
13 representatives as additional insureds.
14
15

D. Professional Liability

16 CONSULTANT shall maintain Professional Liability Insurance providing
17 coverage for CONSULTANT'S performance of work included within this
18 Agreement, with a limit of liability of not less than \$1,000,000 per occurrence
19 and \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability
20 Insurance is written on a claims made basis rather than an occurrence basis, such
21 insurance shall continue through the term of this Agreement and
22 CONSULTANT shall purchase at his sole expense either: 1) an Extended
23 Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates
24 Coverage from a new insurer with a date retroactive to the date of, or prior to,
25
26
27
28

1 the inception of this Agreement; or 3) demonstrate through Certificates of
2 Insurance that CONSULTANT has maintained continuous coverage with the
3 same or original insurer. Coverage provided under items: 1), 2) or 3) will
4 continue as long as the law allows.

5 E. General Insurance Provisions – All Lines

6 a. Any insurance carrier providing insurance coverage hereunder shall be
7 admitted to the State of California and have an A.M. BEST rating of not
8 less than an A: VIII (A: 8) unless such requirements are waived, in
9 writing, by the County Risk Manager. If the County's Risk Manager
10 waives a requirement for a particular insurer such waiver is only valid
11 for the specific insurer and only for one policy term.

12 b. CONSULTANT'S insurance carrier(s) must declare its insurance
13 deductibles or self-insured retentions. If such deductibles or self-insured
14 retentions exceed \$500,000 per occurrence such deductibles and/or
15 retentions shall have the prior written consent of the County Risk
16 Manager before the commencement of operations under this Agreement.
17 Upon notification of deductibles or self-insured retentions which are
18 deemed unacceptable to DISTRICT, at the election of the County's Risk
19 Manager, CONSULTANT'S carriers shall either: 1) reduce or eliminate
20 such deductibles or self-insured retentions with respect to this
21 Agreement with DISTRICT, or 2) procure a bond which guarantees
22 payment of losses and related investigations, claims administration,
23 defense costs and expenses.
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21

c. CONSULTANT shall cause their insurance carrier(s) to furnish DISTRICT with: 1) a properly executed original certificate(s) of insurance and original certified copies of endorsements effecting coverage as required herein; or 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant that the insurance carrier(s) shall provide no less than thirty (30) days written notice be given to DISTRICT prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or original certified policies, including all endorsements and attachments thereto, evidencing coverages and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

22
23
24
25
26
27
28

d. It is understood and agreed by the parties hereto and CONSULTANT'S insurance company(s), that the certificate(s) of insurance and policies shall so covenant and shall be construed as primary insurance, and DISTRICT'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

- 1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
- e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by CONSULTANT has become inadequate.
 - f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
 - g. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
 - h. CONSULTANT agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

20 10. **INDEMNIFICATION**

21 CONSULTANT shall indemnify and hold harmless DISTRICT (including its directors,
22 officers, Board of Supervisors, elected and appointed officials, employees, agents and
23 representatives) from any liability, claim, damage, proceeding or action, present or
24 future, based upon, arising out of or in any way relating to CONSULTANT'S (including
25 its officers, employees, subcontractors and agents) actual or alleged negligent, reckless
26 or willful misconduct acts or omissions related to this Agreement, performance under
27
28

1 this Agreement, or failure to comply with the requirements of this Agreement, including
2 but not limited to: (a) property damage; (b) bodily injury or death; or (c) any other
3 element of any kind or nature whatsoever.

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

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

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

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

22
23 In the event there is conflict between this section and California Civil Code Section
24 2782, this section shall be interpreted to comply with California Civil Code 2782. Such
25 interpretation shall not relieve CONSULTANT from indemnifying DISTRICT
26 (including its directors, officers, Board of Supervisors, elected and appointed officials,
27
28

employees, agents and representatives) or the County of Riverside to the fullest extent allowed by law.

11. **WORK PRODUCT**

All calculations, maps, field notes, technical studies, computer files, drawings, reports or other materials produced by CONSULTANT in the performance of the services as described herein shall become and remain the sole property of DISTRICT. CONSULTANT shall not publish or transfer any material produced or resulting from activities supported by this Agreement without the written consent of the General Manager-Chief Engineer of DISTRICT.

12. **TERMINATION**

At any time during the term of this Agreement, DISTRICT may:

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

In the event DISTRICT issues a Notice of Termination, CONSULTANT shall: i) stop all work under this Agreement on the date specified in the Notice of Termination; and ii) transfer to DISTRICT and deliver in the manner, and to the extent, if any, as directed by DISTRICT, any equipment, data or reports which, if the Agreement had been completed, would have been required to be furnished to DISTRICT.

1 In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for
2 all services performed in accordance with this Agreement to the date of termination, a
3 total amount which bears the same ratio to the total maximum fee otherwise payable
4 under this Agreement as the services actually bear to the total services necessary for
5 performance of this Agreement. Notwithstanding any of the other provision of this
6 Agreement, CONSULTANT rights under this Agreement shall terminate (except for
7 fees accrued prior to the date of termination) upon dishonesty, or a willful or material
8 breach of this Agreement by CONSULTANT; or in the event of CONSULTANT'S
9 unwillingness or inability for any reason whatsoever to perform the duties hereunder; or
10 if the Agreement is terminated pursuant to Section 20 (NON-DISCRIMINATION). In
11 such event, CONSULTANT shall not be entitled to any further compensation under this
12 Agreement. The rights and remedies of DISTRICT provided in this section shall not be
13 exclusive and are in addition to any other rights and remedies provided by law or under
14 this Agreement.
15

16 **13. BASIC SERVICES OF CONSULTANT**

17 The scope of services associated with the performance of any specific assignment under
18 this Agreement shall be expressly defined and agreed upon prior to the approval of the
19 assignment by DISTRICT. Any changes to the approved scope of services must be
20 authorized by DISTRICT, and shall be made in writing.
21

22 All work prepared by CONSULTANT shall be subject to DISTRICT'S review and
23 approval, as appropriate. Neither DISTRICT'S review nor approval shall give rise to
24 any liability or responsibility on the part of DISTRICT, or waive any of DISTRICT'S
25 rights, or relieve CONSULTANT of its professional responsibilities or obligations
26 under this Agreement.
27
28

14. **INDEPENDENT CONTRACTOR**

1 CONSULTANT and the agents and employees of CONSULTANT, shall act at all times
2 in an independent capacity during the term of this Agreement and in the performance of
3 the services to be rendered hereunder and shall not act as or shall not be and shall not in
4 any manner be considered to be employees or agents of DISTRICT.
5

6 15. **ASSIGNMENT**

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

9 16. **RECORD RETENTION/AUDITS**

10 Upon completion of each assignment, as determined solely by DISTRICT,
11 CONSULTANT shall deliver all work products to DISTRICT for retention.
12 CONSULTANT shall be relieved of its records retention requirements three (3) years
13 after expiration of the term of this Agreement or completion of any audit commenced
14 within the three-year period.
15

16 17. **CONFLICT OF INTEREST**

17 CONSULTANT covenants that it presently has no interest, including but not limited to,
18 other projects or independent contracts, and shall not acquire any such interest, direct or
19 indirect, which would conflict in any manner or degree with the performance of services
20 required to be performed under this Agreement. CONSULTANT further covenants that
21 in the performance of this Agreement, no person having any such interest shall be
22 employed or retained by it under this Agreement.
23

24 18. **JURISDICTION/LAW/SEVERABILITY**

25 This Agreement is to be construed in accordance with the laws of the State of
26 California. If any provision of this Agreement is held by a court of competent
27
28

1 jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be
2 declared severable and shall be given full force and effect to the extent possible.

3 Any legal action, in law or equity related to the performance or interpretation of this
4 Agreement shall be filed only in the Superior Court for the State of California located in
5 Riverside, California, and the parties waive any provision of law providing for a change
6 of venue to another location. Prior to the filing of any legal action, the parties shall be
7 obligated to attend a mediation session with a neutral mediator to try to resolve the
8 dispute.

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

16 20. **NON-DISCRIMINATION**

17 In the performance of the terms of this Agreement, CONSULTANT shall not engage in
18 nor permit others he may employ to engage in discrimination in the employment of
19 persons because of the race, color, national origin or ancestry, religion, physical
20 handicap, disability as defined by the Americans with Disabilities Act (ADA), medical
21 condition, marital status or sex of such persons, in accordance with the provision of
22 California Labor Code Section 1735.
23
24
25
26
27
28

21. **NON-APPROPRIATION OF FUNDS**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

It is mutually agreed and understood that the obligation(s) of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for the reimbursement of CONSULTANT'S fees. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONSULTANT in writing. This Agreement shall be deemed terminated and have no further force and effect immediately upon receipt of DISTRICT'S notification by CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to reimbursement of its costs in accordance with Section 4 (COMPENSATION AND PAYMENT).

22. **DISCREPANCIES**

In the event of any conflict between the terms of this Agreement and Attachment A or Attachment B, the terms of this Agreement shall govern. In the event of any conflict between Attachment A and Attachment B, Attachment A shall govern.

//
//

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

By: 
WARREN D. WILLIAMS
General Manager-Chief Engineer

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

APPROVED AS TO FORM:

PAMELA J. WALLS
County Counsel

By: 
NEAL R. KIPNIS
Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By: _____
Deputy

(SEAL)

Consulting Services Agreement
Krieger & Stewart, Inc.
5/24/12
CLC:bj

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

KRIEGER & STEWART, INCORPORATED
A California Corporation

By: 
~~ROBERT A. KRIEGER~~ **CHARLES A. KRIEGER**
President

ATTEST:

By: 
~~CHARLES A. KRIEGER~~ **MARK E. MESSERSMITH**
Secretary

Consulting Services Agreement
Krieger & Stewart, Inc.
05/24/12
CLC:blj

ATTACHMENT A
SCOPE OF SERVICES

CONSULTANT may be asked by the DISTRICT to review one or more of the following types of documents for compliance with the DISTRICT's recommended Conditions of Approval, engineering and maintenance standards and any other applicable requirements associated with the processing of land development proposals and other projects (e.g., encroachment permits) not associated with land development:

1. Drainage improvement plans including storm drain, detention basin, levee and channel plans;
2. Hydrologic and hydraulic calculations;
3. Structural calculations;
4. Street improvement plans (drainage related);
5. Grading plans (rough and fine);
6. Water-sewer plans (conflict with drainage plans only);
7. Final subdivision maps and environmental constraint sheets;
8. Adequacy of right of way and/or easement requirements;
9. Covenants, Conditions and Restrictions (CC&R's);
10. Bonding estimates (drainage improvements);
11. California Environmental Quality Act documents; regulatory/resource agency permits; Multiple Species Habitat Conservation Plans compliance documents;
12. Water Quality Management Plans;
13. Encroachment permits; and
14. Technical specifications (drainage improvements).

A. Review Process

Generally, the DISTRICT's recommended Conditions of Approval serve as the initial scope of work for review of a developer's improvement plans/project. Prior to authorizing CONSULTANT to perform any work, DISTRICT's Plan Check staff will discuss each project in detail with the CONSULTANT and define project specific scope of work, including any special requirements.

1. REVIEW OF IMPROVEMENT PLANS

- a. CONSULTANT shall examine the overall engineering concept of the proposed storm drain system prior to checking the design details. CONSULTANT shall also conduct a thorough investigation of the proposed storm drain facility, and its relationship to other facilities (both existing and master planned), waterbodies and real property.
- b. CONSULTANT shall review hydrology and hydraulic reports to ensure the proposed storm drain system has adequate capacity to convey the design peak discharge.

- c. CONSULTANT shall determine whether the proposed storm drain facilities are to be owned, operated and maintained by the DISTRICT, or whether they are facilities to be "owned, operated and maintained by others". If the subject storm drain improvements are:

Facilities to be Owned and Maintained By DISTRICT – CONSULTANT shall check Improvement Plans for strict conformity with DISTRICT's drafting, design and maintenance standards. CONSULTANT should further verify all information that pertains to rights-of-way, easements, and/or egress and ingress as may be necessary for the operation and maintenance of facilities are clearly delineated and consult with appropriate DISTRICT staff for specifics, as necessary. Plans shall be reviewed not only for constructability but also for practicality of maintenance.

Facilities to be Owned and Maintained By Others – CONSULTANT shall check Improvement Plans in accordance with the Memorandum of Understanding between the DISTRICT and the Riverside County Transportation Department dated June 24, 2008. The maintaining agency shall be consulted and kept informed of progress, constraints and unique situations.

- d. CONSULTANT shall check the proposed design for conformance with the following:
1. Approved 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.);
 4. DISTRICT Master Drainage Plans and other proposed drainage plans; and
 5. DISTRICT Drafting Standards.
- e. CONSULTANT shall check for good engineering practice and shall verify that the proposed storm drain facility will function properly at its optimum design level with emphasis on:
1. Structural integrity of facility;
 2. Hydraulic capacity;
 3. Facility alignment;
 4. Inlet & Outlet conditions;
 5. Appropriate construction notes and general notes;
 6. Constructability;
 7. Access for maintenance and ease of maintenance including rehabilitation/restoration;
 8. All pertinent information including right of way/easement limits clearly shown on plans; and
 9. Other items that may be unique to the project.
- f. Check the associated street improvement plans, grading plans, sewer and water plans to ensure no conflict with the storm drain facility as designed.

2. REVIEW OF ENVIRONMENTAL DOCUMENTS & REGULATORY PERMITS

The following guidelines provide the minimum standards of practice that must be met by CONSULTANT in reviewing environmental documents submitted in conjunction with the review of improvement plans for storm drain facilities that are to be owned, operated and maintained by the DISTRICT. These environmental documents shall address construction, and subsequent operation and maintenance of the storm drain facilities (both onsite and offsite). CONSULTANT shall ensure that any compensatory mitigation associated with the project would not in any way encumber or otherwise prohibit the DISTRICT from carrying out its operation and maintenance responsibilities in any manner.

a. California Environmental Quality Act (CEQA)

CONSULTANT shall ensure that the project description of any applicable CEQA document(s) accurately describes and specifically discusses the construction, operation and maintenance of any facilities (both onsite and offsite) that the District is to accept for ownership.

b. Western Riverside County Multiple Species Habitat Conservation Plan (WRCMSHCP)

For projects that are located within the WRCMSHCP boundary, CONSULTANT shall review WRCMSHCP compliance documentation of all proposed 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 WRCMSHCP. CONSULTANT shall ensure that the WRCMSHCP compliance documents adequately address future DISTRICT maintenance activities.

c. Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP)

For projects that are located within the CVMSHCP boundary, CONSULTANT shall review CVMSHCP compliance documentation to verify that the proposed onsite and offsite drainage facilities are in compliance with the applicable provisions of the CVMSHCP including, but not limited to, Sections 4, 4.4, 4.5 and 9. CONSULTANT shall ensure that the CVMSHCP compliance documents adequately address future DISTRICT maintenance activities.

d. Regulatory Permits

CONSULTANT shall review draft regulatory permits authorizing the construction, subsequent operation and maintenance of the proposed storm drain facilities including, but not limited to, 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. CONSULTANT

shall ensure that the draft regulatory permits authorize all necessary future DISTRICT maintenance activities without further due mitigation to DISTRICT.

3. REVIEW OF WATER QUALITY MANAGEMENT PLANS (WQMP)

CONSULTANT shall review the final project-specific WQMP and shall use the appropriate checklist for each principal watershed. The checklist can be found in Appendix P of the Drainage Area Management Plan (DAMP) for Santa Ana River (SAR) and Santa Margarita River (SMR) and Appendix I of the Storm Water Management Plan (SWMP) for Whitewater River (WWR).

4. REVIEW OF ENCROACHMENT PERMITS

CONSULTANT shall review the encroachment permit in accordance with scope of work defined by the Operations and Maintenance Division including but not limited to Items A, B and C of this scope of services.

B. Overall Procedure and Deliverables

1. CONSULTANT shall write corrections directly on the submitted plans, reports and related documents and prepare a summary of review comments. The summary shall include calling out any conflicts, mistakes, inaccuracies and/or omissions shown on the plans. CONSULTANT shall provide substantive comments identifying any portion of the project that, in the opinion of CONSULTANT, does not meet or satisfy any of the applicable parts of items stated in sections A, B or C.
2. It is critically important that the first plan review is comprehensive and that the CONSULTANT provides as much feedback as possible to the applicant and the applicant's engineer. Specific comments shall be annotated in red on the plans, reports or related documents. CONSULTANT shall prepare a concise and descriptive plan check comment letter summarizing the most substantive comments on the plans and any additional comments not indicated on the plans. All correspondence shall be prepared on CONSULTANT's letterhead stationary stamped and signed by the CONSULTANT and countersigned by DISTRICT staff prior to sending out. A copy of the comment letter and check prints shall be neatly packaged and made ready for pickup by the applicant's engineer. CONSULTANT shall promptly notify the applicant's engineer to pick up the comment letter and check prints.
3. All plans and correspondence shall be neatly organized and submitted by CONSULTANT to DISTRICT staff for filing.
4. A regularly updated life to date summary of the project shall be kept in the letter file of the case. This project summary shall at a minimum, include a brief description of each submittal, documenting important events, the progress and/or evolution of the plan review and/or drainage concept, and any outstanding issues or issues resolved.

5. CONSULTANT shall make recommendation to DISTRICT staff, at an appropriate time, to schedule an "all hands" meeting to introduce and discuss the project with internal staff from other affected DISTRICT sections.
6. Approval letters for all plans, hydrologic and hydraulic studies, environmental documents, regulatory permits, WQMP and any other reports shall be clear, concise and shall specifically identify each plan, study, permit, report or document by date.
7. After the check prints have been reviewed and approved (QA/QC) by the DISTRICT's Chief of Planning Division, CONSULTANT shall advise applicant's engineer to proceed with the printing of the final mylar plan set.
8. CONSULTANT shall endorse review of the plans by initialing each individual mylar sheet of the final plans prior to DISTRICT signing of Mylars.
9. CONSULTANT shall ensure that four (4) paper copies of the final WQMP, as approved by the DISTRICT, are submitted to DISTRICT prior to issuance of a final approval letter.
10. Update case status in the DISTRICT's improvement plan tracking system.
11. At the conclusion of the plan review process, a project "closeout" summary, completing Item B.4. above, shall be prepared and placed in the letter file.

C. Time

Time is of the essence. Completed plan review comments shall be returned to the applicant/engineer within three (3) weeks of authorization to proceed. CONSULTANT must allow sufficient time to review all plan check comments with DISTRICT staff prior to providing comments to the applicant/engineer.

ATTACHMENT B



FEE SCHEDULE 2012

CLASSIFICATION	RATES \$/Hr.
Consulting, Design, Construction, Engineering, Environmental, Geologic, and Surveying Services (Office)	
Consultant	250.00
Principal III	230.00
Principal II	210.00
Principal I	190.00
Senior III	178.00
Senior II	168.00
Senior I	158.00
Associate III	152.00
Associate II	147.00
Associate I	142.00
Staff III	137.00
Staff II	120.00
Staff I	105.00
Technician III	90.00
Technician II	85.00
Technician I	80.00
Forensic Services	
Principal Expert:	
Testimony, Deposition, and Trial	360.00
Investigation and Preparation	260.00
Associate Expert:	
Testimony, Deposition, and Trial	335.00
Investigation and Preparation	235.00
Computer Aided Design Services	
Senior Operator III	120.00
Senior Operator II	114.00
Senior Operator I	108.00
Staff Operator III	103.00
Staff Operator II	94.00
Staff Operator I	89.00
Surveying Services (Field)	
2 Man Crew with Standard Equipment and Survey Truck	270.00
1 Man Crew with Standard Equipment and Survey Truck	235.00
3rd Man on Crew	121.00
Construction Services (Field)	
Engineer	137.00
Inspector	
Regular Time	105.00
Overtime	
Weekdays (8 hours to 12 hours)	126.00
Weekdays (More than 12 hours)	153.00
Saturday (12 hours or less)	126.00
Saturday (More than 12 hours)	153.00
Sunday and Holiday (Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the Day After, Christmas Day)	153.00

FEE SCHEDULE
2012
 (continued)

CLASSIFICATION	RATES \$/Hr.
Support Services	
Senior Secretary II	83.00
Senior Secretary I	79.00
Staff Secretary II	73.00
Staff Secretary I	65.00
Utility Clerk II	61.00
Utility Clerk I	58.00
 Reimbursable Expenses	
Mileage charge will be the then current mileage rate established by the Internal Revenue Service	
Travel and Subsistence, including Air Fare, Ground Fare, and Vehicle Parking	Cost
Specialized Rental Equipment	Cost
Copies, Delivery, Postage, Prints, Telephone, and Sundry Charges	Cost

2012-FEES-RCFCWCD (5/16/2012)

CONSULTING SERVICES AGREEMENT

On-Call Plan Check Services

1
2 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION
3 DISTRICT, hereinafter called "DISTRICT", and ATKINS NORTH AMERICA, INC.,
4 hereinafter called "CONSULTANT", hereby agree as follows:
5

6 1. **PROJECT**

7 CONSULTANT shall provide professional consulting services in support of
8 DISTRICT'S Development and Plan Check review activities in accordance with
9 applicable Federal, State, and local laws and regulations.
10

11 2. **SCOPE OF SERVICES**

12 As requested by DISTRICT, CONSULTANT shall provide engineering and ancillary
13 professional services to fully and adequately perform and complete in a skillful, timely
14 and professional manner those consulting services as described in the "Scope of
15 Services" attached hereto as Attachment "A" and made a part hereof. During the term
16 of this Agreement, the CONSULTANT may be invited to submit budget proposals for
17 some or all of the various services listed in Attachment A as requested by DISTRICT
18 and be assigned subsequent tasks. CONSULTANT understands and expressly agrees
19 that the execution of this Agreement by CONSULTANT and/or the submission of any
20 budget proposal to furnish services does not guarantee the assignment or approval of
21 any subsequent task(s). CONSULTANT shall not perform any work except as directed
22 by DISTRICT in writing.
23

24 By entering into this Agreement, CONSULTANT assumes responsible charge of the
25 work pursuant to Section 6703 of the Professional Engineers Act; Chapter 7 of Division
26 3 of the Business and Professions Code, and shall be wholly responsible for the
27
28

1 completeness and accuracy of all data, technical studies, reports, plans, specifications
2 and estimates prepared pursuant to this Agreement, and shall check all such material
3 accordingly.

4 3. **TERM**

5 CONSULTANT shall not commence performance of any work or services, for any
6 reason whatsoever, until DISTRICT has provided CONSULTANT with a written
7 Notice to Proceed authorizing CONSULTANT to initiate work pursuant to this
8 Agreement. No payment will be made for any work or services performed prior to the
9 issuance of said Notice to Proceed. The term of this Agreement shall start on July 1,
10 2012 and shall terminate at midnight on June 30, 2013 with option for two (2)
11 additional one-year extensions. Prior to the termination of this Agreement, by mutual
12 written consent of DISTRICT and CONSULTANT, this Agreement may be renewed
13 for two (2) additional fiscal years through June 30, 2015.

14
15 4. **COMPENSATION AND PAYMENT**

16 CONSULTANT shall receive compensation for all services satisfactorily performed
17 and expenses incurred in accordance with CONSULTANT'S "Fee Schedule", attached
18 hereto as Attachment "B" and made a part hereof. The total amount of compensation
19 paid to CONSULTANT for the performance of all services approved pursuant to this
20 Agreement shall not exceed the sum of two hundred fifty thousand dollars (\$250,000),
21 in any given fiscal year. CONSULTANT shall submit its invoice monthly, in arrears,
22 no later than sixty (60) calendar days following the month for which services were
23 rendered. Failure to submit a timely invoice will result in non-payment of services.
24 DISTRICT shall not be responsible for payment of any of CONSULTANT'S invoices
25 submitted after the 60-day period.
26
27
28

1 DISTRICT shall pay CONSULTANT within forty-five (45) days after DISTRICT'S
2 receipt of CONSULTANT'S appropriate invoices. DISTRICT shall not pay interest or
3 finance charges on any outstanding balance(s). CONSULTANT shall keep employee
4 and expense records according to customary accounting methods and such records shall,
5 upon request, be available for inspection by DISTRICT to verify the invoices of
6 CONSULTANT. All invoices shall itemize charges to conform to the portion(s) of
7 work and fee schedule as set forth on DISTRICT approved CONSULTANT'S budget
8 proposal and Attachment B, respectively.

9
10 Except as specifically provided for and stated in this Agreement or Attachment B,
11 DISTRICT shall not be responsible for payment of any of CONSULTANT'S expenses
12 related to this Agreement.

- 13 5. **LICENSES** – CONSULTANT, its employees, agents, contractors and subcontractors
14 shall possess appropriate Federal and/or State permits and maintain professional
15 licenses required by the applicable Federal, State and local regulations at all times while
16 performing services under this Agreement.

17
18 6. **STANDARD OF CARE**

19 While performing the services, CONSULTANT shall exercise the reasonable
20 professional care and skill customarily exercised by reputable members of
21 CONSULTANT'S profession practicing in the State of California, and shall use
22 reasonable diligence and best judgment while exercising CONSULTANT'S professional
23 skill and expertise. By executing this Agreement, CONSULTANT represents and
24 maintains that CONSULTANT has the necessary experience and expertise to skillfully
25 perform all services, duties and obligations required by this Agreement and to fully and
26 adequately complete each assignment or approved task.
27
28

7. **NOTICES**

Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT 1995 Market Street Riverside, CA 92501 Attn: Development Review/Plan Check Section	ATKINS NORTH AMERICA, INC. 625 The City Drive South, Suite 200 Orange, CA 92868-4946 Attn: Gary Yagade
---	---

8. **SUBCONTRACTING**

CONSULTANT may, at CONSULTANT'S own expense, retain or employ sub-consultants to accomplish certain portions of the work covered by this Agreement. However, except as specifically provided in Attachment B or as expressly identified in this Agreement, no portion of the services pertinent to this Agreement shall be subcontracted without prior written approval and authorization by DISTRICT.

In the event CONSULTANT subcontracts any portion of CONSULTANT'S duties under this Agreement, CONSULTANT shall require its subcontractors to comply with the terms of this Agreement in the same manner as required of CONSULTANT. The fact that CONSULTANT employs special consultants not in his regular employ shall not relieve CONSULTANT of any responsibility regarding the adequacy of the special consultant's designs or other work performed pursuant to this Agreement.

9. **REQUIRED INSURANCE**

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

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

5 A. Workers' Compensation

6 If CONSULTANT has employees as defined by the State of California,
7 CONSULTANT shall maintain Workers' Compensation Insurance (Coverage A)
8 as prescribed by the laws of the State of California. Policy shall include
9 Employer's Liability (Coverage B) including Occupational Disease with limits
10 not less than \$1,000,000 per person per accident. Policy shall be endorsed to
11 waive subrogation in favor of DISTRICT and, if applicable, to provide a
12 Borrowed Servant/Alternate Employer endorsement.
13

14 B. Commercial General Liability

15 Commercial General Liability insurance coverage, including but not limited to,
16 premises liability, contractual liability, completed operations, personal and
17 advertising injury covering claims which may arise from or out of
18 CONSULTANT'S performance of its obligations hereunder. Policy shall name
19 Riverside County Flood Control and Water Conservation District, the County of
20 Riverside, special districts, their respective directors, officers, Board of
21 Supervisors, elected officials, employees, agents or representatives as additional
22 insureds. Policy's limit of liability shall not be less than \$1,000,000 per
23 occurrence combined single limit. If such insurance contains a general
24 aggregate limit, it shall apply separately to this Agreement or be no less than
25 two (2) times the occurrence limit.
26
27
28

1 C. Vehicle Liability

2 If vehicles or mobile equipment are used in the performance of the obligations
3 under this Agreement, CONSULTANT shall maintain liability insurance for all
4 owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per
5 occurrence combined single limit. If such insurance contains a general
6 aggregate limit, it shall apply separately to this Agreement or be no less than
7 two (2) times the occurrence limit. If CONSULTANT does not own vehicles,
8 CONSULTANT shall maintain coverage for non-owned or hired vehicles in an
9 amount not less than \$1,000,000 per occurrence combined single limit. Such
10 non-owned or hired coverage may be included on the Commercial General
11 Liability policy. Policy shall name Riverside County Flood Control and Water
12 Conservation District, the County of Riverside, special districts, their respective
13 directors, officers, Board of Supervisors, elected officials, employees, agents or
14 representatives as additional insureds.
15

16 D. Professional Liability

17 CONSULTANT shall maintain Professional Liability Insurance providing
18 coverage for CONSULTANT'S performance of work included within this
19 Agreement, with a limit of liability of not less than \$1,000,000 per occurrence
20 and \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability
21 Insurance is written on a claims made basis rather than an occurrence basis, such
22 insurance shall continue through the term of this Agreement and
23 CONSULTANT shall purchase at his sole expense either: 1) an Extended
24 Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates
25 Coverage from a new insurer with a date retroactive to the date of, or prior to,
26
27
28

1 the inception of this Agreement; or 3) demonstrate through Certificates of
2 Insurance that CONSULTANT has maintained continuous coverage with the
3 same or original insurer. Coverage provided under items: 1), 2) or 3) will
4 continue as long as the law allows.

5 E. General Insurance Provisions – All Lines

6 a. Any insurance carrier providing insurance coverage hereunder shall be
7 admitted to the State of California and have an A.M. BEST rating of not
8 less than an A: VIII (A: 8) unless such requirements are waived, in
9 writing, by the County Risk Manager. If the County's Risk Manager
10 waives a requirement for a particular insurer such waiver is only valid
11 for the specific insurer and only for one policy term.

12 b. CONSULTANT'S insurance carrier(s) must declare its insurance
13 deductibles or self-insured retentions. If such deductibles or self-insured
14 retentions exceed \$500,000 per occurrence such deductibles and/or
15 retentions shall have the prior written consent of the County Risk
16 Manager before the commencement of operations under this Agreement.
17 Upon notification of deductibles or self-insured retentions which are
18 deemed unacceptable to DISTRICT, at the election of the County's Risk
19 Manager, CONSULTANT'S carriers shall either: 1) reduce or eliminate
20 such deductibles or self-insured retentions with respect to this
21 Agreement with DISTRICT, or 2) procure a bond which guarantees
22 payment of losses and related investigations, claims administration,
23 defense costs and expenses.
24
25
26
27
28

1 c. CONSULTANT shall cause their insurance carrier(s) to furnish
2 DISTRICT with: 1) a properly executed original certificate(s) of
3 insurance and original certified copies of endorsements effecting
4 coverage as required herein; or 2) if requested to do so orally or in
5 writing by the County Risk Manager, provide original certified copies of
6 policies including all endorsements and all attachments thereto, showing
7 such insurance is in full force and effect. Further, said certificate(s) and
8 policies of insurance shall contain the covenant that the insurance
9 carrier(s) shall provide no less than thirty (30) days written notice be
10 given to DISTRICT prior to any material modification or cancellation of
11 such insurance. In the event of a material modification or cancellation of
12 coverage, this Agreement shall terminate forthwith, unless DISTRICT
13 receives, prior to such effective date, another properly executed original
14 certificate of insurance and original copies of endorsements or original
15 certified policies, including all endorsements and attachments thereto,
16 evidencing coverages and the insurance required herein is in full force
17 and effect. Individual(s) authorized by the insurance carrier to do so on
18 its behalf shall sign the original endorsements for each policy and the
19 certificate of insurance.

22 d. It is understood and agreed by the parties hereto and CONSULTANT'S
23 insurance company(s), that the certificate(s) of insurance and policies
24 shall so covenant and shall be construed as primary insurance, and
25 DISTRICT'S insurance and/or deductibles and/or self-insured retentions
26 or self-insured programs shall not be construed as contributory.
27
28

- 1 e. If, during the term of this Agreement or any extension thereof, there is a
2 material change in the scope of services; or there is a material change in
3 the equipment to be used in the performance of the scope of work which
4 will add additional exposures (such as the use of aircraft, watercraft,
5 cranes, etc.); or the term of this Agreement, including any extensions
6 thereof, exceeds five (5) years, the County reserves the right to adjust the
7 types of insurance required under this Agreement and the monetary
8 limits of liability for the insurance coverage's currently required herein,
9 if, in the County Risk Manager's reasonable judgment, the amount or
10 type of insurance carried by CONSULTANT has become inadequate.
- 11 f. CONSULTANT shall pass down the insurance obligations contained
12 herein to all tiers of subcontractors working under this Agreement.
- 13 g. The insurance requirements contained in this Agreement may be met
14 with a program(s) of self-insurance acceptable to DISTRICT.
- 15 h. CONSULTANT agrees to notify DISTRICT of any claim by a third
16 party or any incident or event that may give rise to a claim arising from
17 the performance of this Agreement.
18
19

20 10. **INDEMNIFICATION**

21 CONSULTANT shall indemnify and hold harmless DISTRICT (including its directors,
22 officers, Board of Supervisors, elected and appointed officials, employees, agents and
23 representatives) from any liability, claim, damage, proceeding or action, present or
24 future, based upon, arising out of or in any way relating to CONSULTANT'S (including
25 its officers, employees, subcontractors and agents) actual or alleged negligent, reckless
26 or willful misconduct acts or omissions related to this Agreement, performance under
27
28

1 this Agreement, or failure to comply with the requirements of this Agreement, including
2 but not limited to: (a) property damage; (b) bodily injury or death; or (c) any other
3 element of any kind or nature whatsoever.

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

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

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

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

23
24 In the event there is conflict between this section and California Civil Code Section
25 2782, this section shall be interpreted to comply with California Civil Code 2782. Such
26 interpretation shall not relieve CONSULTANT from indemnifying DISTRICT
27 (including its directors, officers, Board of Supervisors, elected and appointed officials,
28

1 employees, agents and representatives) or the County of Riverside to the fullest extent
2 allowed by law.

3 11. **WORK PRODUCT**

4 All calculations, maps, field notes, technical studies, computer files, drawings, reports
5 or other materials produced by CONSULTANT in the performance of the services as
6 described herein shall become and remain the sole property of DISTRICT.
7 CONSULTANT shall not publish or transfer any material produced or resulting from
8 activities supported by this Agreement without the written consent of the General
9 Manager-Chief Engineer of DISTRICT.
10

11 12. **TERMINATION**

12 At any time during the term of this Agreement, DISTRICT may:

- 13 A) Terminate this Agreement without cause upon providing CONSULTANT thirty
14 (30) days written notice stating the extent and effective date of termination; or
15 B) Upon five (5) days written notice, terminate this Agreement for CONSULTANT
16 default, if CONSULTANT refuses or fails to comply with the provisions of this
17 Agreement or fails to make progress so as to endanger performance and does not
18 cure such failure within a reasonable period of time. In the event of such
19 termination, the DISTRICT may proceed with the work in a manner deemed
20 proper to DISTRICT.
21

22 In the event DISTRICT issues a Notice of Termination, CONSULTANT shall: i) stop
23 all work under this Agreement on the date specified in the Notice of Termination; and
24 ii) transfer to DISTRICT and deliver in the manner, and to the extent, if any, as directed
25 by DISTRICT, any equipment, data or reports which, if the Agreement had been
26 completed, would have been required to be furnished to DISTRICT.
27
28

1 In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for
2 all services performed in accordance with this Agreement to the date of termination, a
3 total amount which bears the same ratio to the total maximum fee otherwise payable
4 under this Agreement as the services actually bear to the total services necessary for
5 performance of this Agreement. Notwithstanding any of the other provision of this
6 Agreement, CONSULTANT rights under this Agreement shall terminate (except for
7 fees accrued prior to the date of termination) upon dishonesty, or a willful or material
8 breach of this Agreement by CONSULTANT; or in the event of CONSULTANT'S
9 unwillingness or inability for any reason whatsoever to perform the duties hereunder; or
10 if the Agreement is terminated pursuant to Section 20 (NON-DISCRIMINATION). In
11 such event, CONSULTANT shall not be entitled to any further compensation under this
12 Agreement. The rights and remedies of DISTRICT provided in this section shall not be
13 exclusive and are in addition to any other rights and remedies provided by law or under
14 this Agreement.
15

16
17 **13. BASIC SERVICES OF CONSULTANT**

18 The scope of services associated with the performance of any specific assignment under
19 this Agreement shall be expressly defined and agreed upon prior to the approval of the
20 assignment by DISTRICT. Any changes to the approved scope of services must be
21 authorized by DISTRICT, and shall be made in writing.

22 All work prepared by CONSULTANT shall be subject to DISTRICT'S review and
23 approval, as appropriate. Neither DISTRICT'S review nor approval shall give rise to
24 any liability or responsibility on the part of DISTRICT, or waive any of DISTRICT'S
25 rights, or relieve CONSULTANT of its professional responsibilities or obligations
26 under this Agreement.
27
28

14. **INDEPENDENT CONTRACTOR**

1 CONSULTANT and the agents and employees of CONSULTANT, shall act at all times
2 in an independent capacity during the term of this Agreement and in the performance of
3 the services to be rendered hereunder and shall not act as or shall not be and shall not in
4 any manner be considered to be employees or agents of DISTRICT.
5

6 15. **ASSIGNMENT**

7 Neither this Agreement nor any part thereof shall be assigned by CONSULTANT
8 without the prior written consent of DISTRICT.
9

10 16. **RECORD RETENTION/AUDITS**

11 Upon completion of each assignment, as determined solely by DISTRICT,
12 CONSULTANT shall deliver all work products to DISTRICT for retention.
13 CONSULTANT shall be relieved of its records retention requirements three (3) years
14 after expiration of the term of this Agreement or completion of any audit commenced
15 within the three-year period.
16

17 17. **CONFLICT OF INTEREST**

18 CONSULTANT covenants that it presently has no interest, including but not limited to,
19 other projects or independent contracts, and shall not acquire any such interest, direct or
20 indirect, which would conflict in any manner or degree with the performance of services
21 required to be performed under this Agreement. CONSULTANT further covenants that
22 in the performance of this Agreement, no person having any such interest shall be
23 employed or retained by it under this Agreement.
24

25 18. **JURISDICTION/LAW/SEVERABILITY**

26 This Agreement is to be construed in accordance with the laws of the State of
27 California. If any provision of this Agreement is held by a court of competent
28

1 jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be
2 declared severable and shall be given full force and effect to the extent possible.

3 Any legal action, in law or equity related to the performance or interpretation of this
4 Agreement shall be filed only in the Superior Court for the State of California located in
5 Riverside, California, and the parties waive any provision of law providing for a change
6 of venue to another location. Prior to the filing of any legal action, the parties shall be
7 obligated to attend a mediation session with a neutral mediator to try to resolve the
8 dispute.

9
10 19. **WAIVER**

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

17
18 20. **NON-DISCRIMINATION**

19 In the performance of the terms of this Agreement, CONSULTANT shall not engage in
20 nor permit others he may employ to engage in discrimination in the employment of
21 persons because of the race, color, national origin or ancestry, religion, physical
22 handicap, disability as defined by the Americans with Disabilities Act (ADA), medical
23 condition, marital status or sex of such persons, in accordance with the provision of
24 California Labor Code Section 1735.
25
26
27
28

1 **21. NON-APPROPRIATION OF FUNDS**

2 It is mutually agreed and understood that the obligation(s) of DISTRICT are limited by
3 and contingent upon the availability of DISTRICT funds for the reimbursement of
4 CONSULTANT'S fees. In the event that such funds are not forthcoming for any
5 reason, DISTRICT shall immediately notify CONSULTANT in writing. This
6 Agreement shall be deemed terminated and have no further force and effect
7 immediately upon receipt of DISTRICT'S notification by CONSULTANT. In the event
8 of such termination, CONSULTANT shall be entitled to reimbursement of its costs in
9 accordance with Section 4 (COMPENSATION AND PAYMENT).
10

11 **22. DISCREPANCIES**

12 In the event of any conflict between the terms of this Agreement and Attachment A or
13 Attachment B, the terms of this Agreement shall govern. In the event of any conflict
14 between Attachment A and Attachment B, Attachment A shall govern.

15 //


16 //
17
18
19
20
21
22
23
24
25
26
27
28

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(to be filled in by Clerk of the Board)

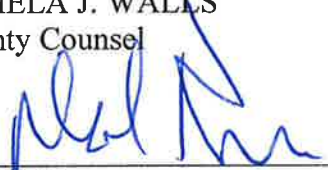
RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION
DISTRICT**

By: 
WARREN D. WILLIAMS
General Manager-Chief Engineer

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

APPROVED AS TO FORM:
PAMELA J. WALLS
County Counsel

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

By: 
NEAL R. KIPNIS
Deputy County Counsel


By: _____
Deputy

(SEAL)

Consulting Services Agreement
Atkins North America, Inc.
5/24/12
CLC:blj

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ATKINS NORTH AMERICA, INC.

By: 

GARY YAGADE, P.E.
Vice President/Senior Practice Manager

Consulting Services Agreement
Atkins North America, Inc.
05/24/12
CLC:blj

ATTACHMENT A
SCOPE OF SERVICES

CONSULTANT may be asked by the DISTRICT to review one or more of the following types of documents for compliance with the DISTRICT's recommended Conditions of Approval, engineering and maintenance standards and any other applicable requirements associated with the processing of land development proposals and other projects (e.g., encroachment permits) not associated with land development:

1. Drainage improvement plans including storm drain, detention basin, levee and channel plans;
2. Hydrologic and hydraulic calculations;
3. Structural calculations;
4. Street improvement plans (drainage related);
5. Grading plans (rough and fine);
6. Water-sewer plans (conflict with drainage plans only);
7. Final subdivision maps and environmental constraint sheets;
8. Adequacy of right of way and/or easement requirements;
9. Covenants, Conditions and Restrictions (CC&R's);
10. Bonding estimates (drainage improvements);
11. California Environmental Quality Act documents; regulatory/resource agency permits; Multiple Species Habitat Conservation Plans compliance documents;
12. Water Quality Management Plans;
13. Encroachment permits; and
14. Technical specifications (drainage improvements).

A. Review Process

Generally, the DISTRICT's recommended Conditions of Approval serve as the initial scope of work for review of a developer's improvement plans/project. Prior to authorizing CONSULTANT to perform any work, DISTRICT's Plan Check staff will discuss each project in detail with the CONSULTANT and define project specific scope of work, including any special requirements.

1. REVIEW OF IMPROVEMENT PLANS

- a. CONSULTANT shall examine the overall engineering concept of the proposed storm drain system prior to checking the design details. CONSULTANT shall also conduct a thorough investigation of the proposed storm drain facility, and its relationship to other facilities (both existing and master planned), waterbodies and real property.
- b. CONSULTANT shall review hydrology and hydraulic reports to ensure the proposed storm drain system has adequate capacity to convey the design peak discharge.

- c. CONSULTANT shall determine whether the proposed storm drain facilities are to be owned, operated and maintained by the DISTRICT, or whether they are facilities to be "owned, operated and maintained by others". If the subject storm drain improvements are:

Facilities to be Owned and Maintained By DISTRICT – CONSULTANT shall check Improvement Plans for strict conformity with DISTRICT's drafting, design and maintenance standards. CONSULTANT should further verify all information that pertains to rights-of-way, easements, and/or egress and ingress as may be necessary for the operation and maintenance of facilities are clearly delineated and consult with appropriate DISTRICT staff for specifics, as necessary. Plans shall be reviewed not only for constructability but also for practicality of maintenance.

Facilities to be Owned and Maintained By Others – CONSULTANT shall check Improvement Plans in accordance with the Memorandum of Understanding between the DISTRICT and the Riverside County Transportation Department dated June 24, 2008. The maintaining agency shall be consulted and kept informed of progress, constraints and unique situations.

- d. CONSULTANT shall check the proposed design for conformance with the following:
1. Approved 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.);
 4. DISTRICT Master Drainage Plans and other proposed drainage plans; and
 5. DISTRICT Drafting Standards.
- e. CONSULTANT shall check for good engineering practice and shall verify that the proposed storm drain facility will function properly at its optimum design level with emphasis on:
1. Structural integrity of facility;
 2. Hydraulic capacity;
 3. Facility alignment;
 4. Inlet & Outlet conditions;
 5. Appropriate construction notes and general notes;
 6. Constructability;
 7. Access for maintenance and ease of maintenance including rehabilitation/restoration;
 8. All pertinent information including right of way/easement limits clearly shown on plans; and
 9. Other items that may be unique to the project.
- f. Check the associated street improvement plans, grading plans, sewer and water plans to ensure no conflict with the storm drain facility as designed.

2. REVIEW OF ENVIRONMENTAL DOCUMENTS & REGULATORY PERMITS

The following guidelines provide the minimum standards of practice that must be met by CONSULTANT in reviewing environmental documents submitted in conjunction with the review of improvement plans for storm drain facilities that are to be owned, operated and maintained by the DISTRICT. These environmental documents shall address construction, and subsequent operation and maintenance of the storm drain facilities (both onsite and offsite). CONSULTANT shall ensure that any compensatory mitigation associated with the project would not in any way encumber or otherwise prohibit the DISTRICT from carrying out its operation and maintenance responsibilities in any manner.

a. California Environmental Quality Act (CEQA)

CONSULTANT shall ensure that the project description of any applicable CEQA document(s) accurately describes and specifically discusses the construction, operation and maintenance of any facilities (both onsite and offsite) that the District is to accept for ownership.

b. Western Riverside County Multiple Species Habitat Conservation Plan (WRCMSHCP)

For projects that are located within the WRCMSHCP boundary, CONSULTANT shall review WRCMSHCP compliance documentation of all proposed 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 WRCMSHCP. CONSULTANT shall ensure that the WRCMSHCP compliance documents adequately address future DISTRICT maintenance activities.

c. Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP)

For projects that are located within the CVMSHCP boundary, CONSULTANT shall review CVMSHCP compliance documentation to verify that the proposed onsite and offsite drainage facilities are in compliance with the applicable provisions of the CVMSHCP including, but not limited to, Sections 4, 4.4, 4.5 and 9. CONSULTANT shall ensure that the CVMSHCP compliance documents adequately address future DISTRICT maintenance activities.

d. Regulatory Permits

CONSULTANT shall review draft regulatory permits authorizing the construction, subsequent operation and maintenance of the proposed storm drain facilities including, but not limited to, 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. CONSULTANT

shall ensure that the draft regulatory permits authorize all necessary future DISTRICT maintenance activities without further due mitigation to DISTRICT.

3. REVIEW OF WATER QUALITY MANAGEMENT PLANS (WQMP)

CONSULTANT shall review the final project-specific WQMP and shall use the appropriate checklist for each principal watershed. The checklist can be found in Appendix P of the Drainage Area Management Plan (DAMP) for Santa Ana River (SAR) and Santa Margarita River (SMR) and Appendix I of the Storm Water Management Plan (SWMP) for Whitewater River (WWR).

4. REVIEW OF ENCROACHMENT PERMITS

CONSULTANT shall review the encroachment permit in accordance with scope of work defined by the Operations and Maintenance Division including but not limited to Items A, B and C of this scope of services.

B. Overall Procedure and Deliverables

1. CONSULTANT shall write corrections directly on the submitted plans, reports and related documents and prepare a summary of review comments. The summary shall include calling out any conflicts, mistakes, inaccuracies and/or omissions shown on the plans. CONSULTANT shall provide substantive comments identifying any portion of the project that, in the opinion of CONSULTANT, does not meet or satisfy any of the applicable parts of items stated in sections A, B or C.
2. It is critically important that the first plan review is comprehensive and that the CONSULTANT provides as much feedback as possible to the applicant and the applicant's engineer. Specific comments shall be annotated in red on the plans, reports or related documents. CONSULTANT shall prepare a concise and descriptive plan check comment letter summarizing the most substantive comments on the plans and any additional comments not indicated on the plans. All correspondence shall be prepared on CONSULTANT's letterhead stationary stamped and signed by the CONSULTANT and countersigned by DISTRICT staff prior to sending out. A copy of the comment letter and check prints shall be neatly packaged and made ready for pickup by the applicant's engineer. CONSULTANT shall promptly notify the applicant's engineer to pick up the comment letter and check prints.
3. All plans and correspondence shall be neatly organized and submitted by CONSULTANT to DISTRICT staff for filing.
4. A regularly updated life to date summary of the project shall be kept in the letter file of the case. This project summary shall at a minimum, include a brief description of each submittal, documenting important events, the progress and/or evolution of the plan review and/or drainage concept, and any outstanding issues or issues resolved.

5. CONSULTANT shall make recommendation to DISTRICT staff, at an appropriate time, to schedule an "all hands" meeting to introduce and discuss the project with internal staff from other affected DISTRICT sections.
6. Approval letters for all plans, hydrologic and hydraulic studies, environmental documents, regulatory permits, WQMP and any other reports shall be clear, concise and shall specifically identify each plan, study, permit, report or document by date.
7. After the check prints have been reviewed and approved (QA/QC) by the DISTRICT's Chief of Planning Division, CONSULTANT shall advise applicant's engineer to proceed with the printing of the final mylar plan set.
8. CONSULTANT shall endorse review of the plans by initialing each individual mylar sheet of the final plans prior to DISTRICT signing of Mylars.
9. CONSULTANT shall ensure that four (4) paper copies of the final WQMP, as approved by the DISTRICT, are submitted to DISTRICT prior to issuance of a final approval letter.
10. Update case status in the DISTRICT's improvement plan tracking system.
11. At the conclusion of the plan review process, a project "closeout" summary, completing Item B.4. above, shall be prepared and placed in the letter file.

C. Time

Time is of the essence. Completed plan review comments shall be returned to the applicant/engineer within three (3) weeks of authorization to proceed. CONSULTANT must allow sufficient time to review all plan check comments with DISTRICT staff prior to providing comments to the applicant/engineer.

ATKINS

ATKINS SOUTHWEST INFRASTRUCTURE STANDARD RATE SCHEDULE EFFECTIVE JANUARY 1, 2011

Atkins North America, Inc.
625 The City Drive South, Suite 200
Orange, California 92868-4946

Telephone: +1.714.750.7275
Fax: +1.714.750.2501

www.atkinsglobal.com/northamerica

ENGINEERING SERVICES

Principal Engineer IV	\$219.00
Principal Engineer III	209.00
Principal Engineer II	196.00
Principal Engineer I	180.00
Supervising Engineer II	170.00
Supervising Engineer I	155.00
Senior Engineer III	145.00
Senior Engineer II	140.00
Senior Engineer I	130.00
Engineer III	120.00
Engineer II	115.00
Engineer I	105.00
Engineering Aide	70.00

CONSTRUCTION RELATED SERVICES

Senior Construction Manager	\$175.00
Senior Project Engineer (Const.)	135.00
Construction Manager	130.00
Senior Field Representative*	115.00
Construction Management Rep. II*	100.00
Construction Management Rep. I*	90.00
Prevailing Wage Field Rep.**	125.00
Sr. Contract Administrator	110.00
Contract Administrator	85.00

ENVIRONMENTAL SCIENCE SERVICES

Supervising Scientist	\$225.00
Senior Scientist III	205.00
Senior Scientist II	170.00
Senior Scientist I	160.00
Scientist III	140.00
Scientist II	120.00
Scientist I	110.00
Assistant Scientist	87.00
Research Assistant	65.00

PUBLIC AFFAIRS/COMMUNITY RELATIONS

Project Manager	\$170.00
Community Relations Specialist	140.00
Assistant Project Manager	125.00
Account Coordinator	80.00

OTHER PROFESSIONAL SERVICES

Principal Professional	\$196.00
Supervising Professional	170.00
Sr. Professional III / Sr. GIS Analyst III	150.00
Senior Professional II / Sr. GIS Analyst II	135.00
Senior Professional I / Sr. GIS Analyst I	122.00
Professional II / GIS Analyst II	101.00
Professional I / GIS Analyst I	88.00

DESIGN & GRAPHIC SERVICES

Senior Designer III	\$140.00
Senior Designer II	135.00
Senior Designer I	120.00
Designer II	110.00
Designer I	100.00
CAD Technician III	95.00
CAD Technician II	85.00
CAD Technician I	70.00
Graphics Designer II	100.00
Graphics Designer I	95.00

ADMINISTRATIVE SERVICES

Senior Administrator	\$105.00
Senior Administrative Assistant III	95.00
Senior Administrative Assistant II	85.00
Senior Administrative Assistant I	80.00
Administrative Assistant III	75.00
Administrative Assistant II	65.00
Administrative Assistant I / Clerk	60.00

EXPENSES AND OUTSIDE SERVICES

Identifiable non-salary costs that are directly attributable to the project, such as reproduction costs, telephone charges, postage, etc., are billed at actual cost plus 15 percent to cover overhead and administration costs. Mileage charge will be the then current mileage rate established by the Internal Revenue Service.

Fees for litigation and expert witness services will be charged at \$450.00 per hour with a 4-hour minimum per day.

Computer Aided Drafting, hydrologic water, sewer and stormwater modeling, GIS, automated mapping, database and web programming, etc., is charged at \$5 per labor hour.

If applicable, a vehicle allowance of \$8.00 per hour will be charged for the use of a company vehicle assigned to an inspector.

* Non-Prevailing Wage

** Prevailing Wage Rate – Overtime will be charged at 1.25 times and Sundays and holidays will be charged at 1.70 times the above rates.

PAYMENT TERMS

This rate schedule will be increased by 2.6% beginning each calendar year to account for inflation.

ATTACHMENT B

CONSULTING SERVICES AGREEMENT

On-Call Plan Check Services

1
2 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION
3 DISTRICT, hereinafter called "DISTRICT", and ALBERT A. WEBB ASSOCIATES,
4 hereinafter called "CONSULTANT", hereby agree as follows:
5

6 1. **PROJECT**

7 CONSULTANT shall provide professional consulting services in support of
8 DISTRICT'S Development and Plan Check review activities in accordance with
9 applicable Federal, State and local laws and regulations.

10 2. **SCOPE OF SERVICES**

11 As requested by DISTRICT, CONSULTANT shall provide engineering and ancillary
12 professional services to fully and adequately perform and complete in a skillful, timely
13 and professional manner those consulting services as described in the "Scope of
14 Services" attached hereto as Attachment "A" and made a part hereof. During the term
15 of this Agreement, CONSULTANT may be invited to submit budget proposals for
16 some or all of the various services listed in Attachment A as requested by DISTRICT
17 and be assigned subsequent tasks. CONSULTANT understands and expressly agrees
18 that the execution of this Agreement by CONSULTANT and/or the submission of any
19 budget proposal to furnish services does not guarantee the assignment or approval of
20 any subsequent task(s). CONSULTANT shall not perform any work except as directed
21 by DISTRICT in writing.
22

23
24 By entering into this Agreement, CONSULTANT assumes responsible charge of the
25 work pursuant to Section 6703 of the Professional Engineers Act; Chapter 7 of Division
26 3 of the Business and Professions Code, and shall be wholly responsible for the
27
28

1 completeness and accuracy of all data, technical studies, reports, plans, specifications
2 and estimates prepared pursuant to this Agreement, and shall check all such material
3 accordingly.

4 3. **TERM**

5 CONSULTANT shall not commence performance of any work or services, for any
6 reason whatsoever, until DISTRICT has provided CONSULTANT with a written
7 Notice to Proceed authorizing CONSULTANT to initiate work pursuant to this
8 Agreement. No payment will be made for any work or services performed prior to the
9 issuance of said Notice to Proceed. The term of this Agreement shall start on July 1,
10 2012 and shall terminate at midnight on June 30, 2013 with option for two (2)
11 additional one-year extensions. Prior to the termination of this Agreement, by mutual
12 written consent of DISTRICT and CONSULTANT, this Agreement may be renewed
13 for two (2) additional fiscal years through June 30, 2015.

14 4. **COMPENSATION AND PAYMENT**

15 CONSULTANT shall receive compensation for all services satisfactorily performed
16 and expenses incurred in accordance with CONSULTANT'S "Fee Schedule", attached
17 hereto as Attachment "B" and made a part hereof. The total amount of compensation
18 paid to CONSULTANT for the performance of all services approved pursuant to this
19 Agreement shall not exceed the sum of one hundred fifty thousand dollars (\$150,000),
20 in any given fiscal year. CONSULTANT shall submit its invoice monthly, in arrears,
21 no later than sixty (60) calendar days following the month for which services were
22 rendered. Failure to submit a timely invoice will result in non-payment of services.
23 DISTRICT shall not be responsible for payment of any of CONSULTANT'S invoices
24 submitted after the 60-day period.
25
26
27
28

1 DISTRICT shall pay CONSULTANT within forty-five (45) days after DISTRICT'S
2 receipt of CONSULTANT'S appropriate invoices. DISTRICT shall not pay interest or
3 finance charges on any outstanding balance(s). CONSULTANT shall keep employee
4 and expense records according to customary accounting methods and such records shall,
5 upon request, be available for inspection by DISTRICT to verify the invoices of
6 CONSULTANT. All invoices shall itemize charges to conform to the portion(s) of
7 work and fee schedule as set forth on DISTRICT approved CONSULTANT'S budget
8 proposal and Attachment B, respectively.

9 Except as specifically provided for and stated in this Agreement or Attachment B, the
10 DISTRICT shall not be responsible for payment of any of CONSULTANT'S expenses
11 related to this Agreement.
12

13 5. **LICENSES** – CONSULTANT, its employees, agents, contractors and subcontractors
14 shall possess appropriate Federal and/or State permits and maintain professional
15 licenses required by the applicable Federal, State and local regulations at all times while
16 performing services under this Agreement.
17

18 6. **STANDARD OF CARE**

19 While performing the services, CONSULTANT shall exercise the reasonable
20 professional care and skill customarily exercised by reputable members of
21 CONSULTANT'S profession practicing in the State of California, and shall use
22 reasonable diligence and best judgment while exercising CONSULTANT'S professional
23 skill and expertise. By executing this Agreement, CONSULTANT represents and
24 maintains that CONSULTANT has the necessary experience and expertise to skillfully
25 perform all services, duties and obligations required by this Agreement and to fully and
26 adequately complete each assignment or approved task.
27
28

7. **NOTICES**

1 Any and all notices sent or required to be sent to the parties of this Agreement will be
2 mailed by first class mail, postage prepaid, to the following addresses:

3
4 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
5 1995 Market Street
6 Riverside, CA 92501
7 Attn: Development Review/Plan Check Section

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

8. **SUBCONTRACTING**

8 CONSULTANT may, at CONSULTANT'S own expense, retain or employ sub-
9 consultants to accomplish certain portions of the work covered by this Agreement.
10 However, except as specifically provided in Attachment B or as expressly identified in
11 this Agreement, no portion of the services pertinent to this Agreement shall be
12 subcontracted without prior written approval and authorization by DISTRICT.
13

14 In the event CONSULTANT subcontracts any portion of CONSULTANT'S duties
15 under this Agreement, CONSULTANT shall require its subcontractors to comply with
16 the terms of this Agreement in the same manner as required of CONSULTANT. The
17 fact that CONSULTANT employs special consultants not in his regular employ shall
18 not relieve CONSULTANT of any responsibility regarding the adequacy of the special
19 consultant's designs or other work performed pursuant to this Agreement.
20

21 9. **REQUIRED INSURANCE**

22 CONSULTANT shall not commence operations until DISTRICT has been furnished
23 with original certificate(s) of insurance and original certified copies of endorsements or
24 policies of insurance including all endorsements and any and all other attachments as
25 required in this Section.
26
27
28

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

5 A. Workers' Compensation

6 If CONSULTANT has employees as defined by the State of California,
7 CONSULTANT shall maintain Workers' Compensation Insurance (Coverage A)
8 as prescribed by the laws of the State of California. Policy shall include
9 Employer's Liability (Coverage B) including Occupational Disease with limits
10 not less than \$1,000,000 per person per accident. Policy shall be endorsed to
11 waive subrogation in favor of DISTRICT and, if applicable, to provide a
12 Borrowed Servant/Alternate Employer endorsement.
13

14 B. Commercial General Liability

15 Commercial General Liability insurance coverage, including but not limited to,
16 premises liability, contractual liability, completed operations, personal and
17 advertising injury covering claims which may arise from or out of
18 CONSULTANT'S performance of its obligations hereunder. Policy shall name
19 Riverside County Flood Control and Water Conservation District, the County of
20 Riverside, special districts, their respective directors, officers, Board of
21 Supervisors, elected officials, employees, agents or representatives as additional
22 insureds. Policy's limit of liability shall not be less than \$1,000,000 per
23 occurrence combined single limit. If such insurance contains a general
24 aggregate limit, it shall apply separately to this Agreement or be no less than
25 two (2) times the occurrence limit.
26
27
28

C. Vehicle Liability

1 If vehicles or mobile equipment are used in the performance of the obligations
2 under this Agreement, CONSULTANT shall maintain liability insurance for all
3 owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per
4 occurrence combined single limit. If such insurance contains a general
5 aggregate limit, it shall apply separately to this Agreement or be no less than
6 two (2) times the occurrence limit. If CONSULTANT does not own vehicles,
7 CONSULTANT shall maintain coverage for non-owned or hired vehicles in an
8 amount not less than \$1,000,000 per occurrence combined single limit. Such
9 non-owned or hired coverage may be included on the Commercial General
10 Liability policy. Policy shall name Riverside County Flood Control and Water
11 Conservation District, the County of Riverside, special districts, their respective
12 directors, officers, Board of Supervisors, elected officials, employees, agents or
13 representatives as additional insureds.
14

D. Professional Liability

15
16
17 CONSULTANT shall maintain Professional Liability Insurance providing
18 coverage for CONSULTANT'S performance of work included within this
19 Agreement, with a limit of liability of not less than \$1,000,000 per occurrence
20 and \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability
21 Insurance is written on a claims made basis rather than an occurrence basis, such
22 insurance shall continue through the term of this Agreement and
23 CONSULTANT shall purchase at his sole expense either: 1) an Extended
24 Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates
25 Coverage from a new insurer with a date retroactive to the date of, or prior to,
26
27
28

1 the inception of this Agreement; or 3) demonstrate through Certificates of
2 Insurance that CONSULTANT has maintained continuous coverage with the
3 same or original insurer. Coverage provided under items: 1), 2) or 3) will
4 continue as long as the law allows.

5 E. General Insurance Provisions – All Lines

6 a. Any insurance carrier providing insurance coverage hereunder shall be
7 admitted to the State of California and have an A.M. BEST rating of not
8 less than an A: VIII (A: 8) unless such requirements are waived, in
9 writing, by the County Risk Manager. If the County's Risk Manager
10 waives a requirement for a particular insurer such waiver is only valid
11 for the specific insurer and only for one policy term.

12 b. CONSULTANT'S insurance carrier(s) must declare its insurance
13 deductibles or self-insured retentions. If such deductibles or self-insured
14 retentions exceed \$500,000 per occurrence such deductibles and/or
15 retentions shall have the prior written consent of the County Risk
16 Manager before the commencement of operations under this Agreement.
17 Upon notification of deductibles or self-insured retentions which are
18 deemed unacceptable to the DISTRICT, at the election of the County's
19 Risk Manager, CONSULTANT'S carriers shall either: 1) reduce or
20 eliminate such deductibles or self-insured retentions with respect to this
21 Agreement with DISTRICT, or 2) procure a bond which guarantees
22 payment of losses and related investigations, claims administration,
23 defense costs and expenses.
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21

c. CONSULTANT shall cause their insurance carrier(s) to furnish DISTRICT with: 1) a properly executed original certificate(s) of insurance and original certified copies of endorsements effecting coverage as required herein; or 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant that the insurance carrier(s) shall provide no less than thirty (30) days written notice be given to DISTRICT prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or original certified policies, including all endorsements and attachments thereto, evidencing coverages and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

22
23
24
25
26
27
28

d. It is understood and agreed by the parties hereto and the CONSULTANT'S insurance company(s), that the certificate(s) of insurance and policies shall so covenant and shall be construed as primary insurance, and the DISTRICT'S insurance and/or deductibles

and/or self-insured retentions or self-insured programs shall not be construed as contributory.

e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by CONSULTANT has become inadequate.

f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

g. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.

h. CONSULTANT agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

10. **INDEMNIFICATION**

CONSULTANT shall indemnify and hold harmless DISTRICT (including its directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any liability, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to CONSULTANT'S (including

1 its officers, employees, subcontractors and agents) actual or alleged negligent, reckless
2 or willful misconduct acts or omissions related to this Agreement, performance under
3 this Agreement, or failure to comply with the requirements of this Agreement, including
4 but not limited to: (a) property damage; (b) bodily injury or death; or (c) any other
5 element of any kind or nature whatsoever.

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

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

17
18
19 CONSULTANT'S indemnification obligations shall be satisfied when CONSULTANT
20 has provided to DISTRICT the appropriate form of dismissal (or similar document)
21 relieving DISTRICT from any liability for the claim, proceeding or action involved.

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

25
26 In the event there is conflict between this section and California Civil Code Section
27 2782, this section shall be interpreted to comply with California Civil Code 2782. Such
28

1 interpretation shall not relieve the CONSULTANT from indemnifying DISTRICT
2 (including its directors, officers, Board of Supervisors, elected and appointed officials,
3 employees, agents and representatives) or the County of Riverside to the fullest extent
4 allowed by law.

5 **11. WORK PRODUCT**

6 All calculations, maps, field notes, technical studies, computer files, drawings, reports
7 or other materials produced by CONSULTANT in the performance of the services as
8 described herein shall become and remain the sole property of DISTRICT.
9 CONSULTANT shall not publish or transfer any material produced or resulting from
10 activities supported by this Agreement without the written consent of the General
11 Manager-Chief Engineer of DISTRICT.

12
13 **12. TERMINATION**

14 At any time during the term of this Agreement, DISTRICT may:

- 15 A) Terminate this Agreement without cause upon providing CONSULTANT thirty
16 (30) days written notice stating the extent and effective date of termination; or
17 B) Upon five (5) days written notice, terminate this Agreement for CONSULTANT
18 default, if CONSULTANT refuses or fails to comply with the provisions of this
19 Agreement or fails to make progress so as to endanger performance and does not
20 cure such failure within a reasonable period of time. In the event of such
21 termination, DISTRICT may proceed with the work in a manner deemed proper
22 to DISTRICT.
23

24 In the event DISTRICT issues a Notice of Termination, CONSULTANT shall: i) stop
25 all work under this Agreement on the date specified in the Notice of Termination; and
26 ii) transfer to DISTRICT and deliver in the manner, and to the extent, if any, as directed
27
28

1 by DISTRICT, any equipment, data or reports which, if the Agreement had been
2 completed, would have been required to be furnished to DISTRICT.

3 In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for
4 all services performed in accordance with this Agreement to the date of termination, a
5 total amount which bears the same ratio to the total maximum fee otherwise payable
6 under this Agreement as the services actually bear to the total services necessary for
7 performance of this Agreement. Notwithstanding any of the other provision of this
8 Agreement, CONSULTANT rights under this Agreement shall terminate (except for
9 fees accrued prior to the date of termination) upon dishonesty, or a willful or material
10 breach of this Agreement by CONSULTANT; or in the event of CONSULTANT'S
11 unwillingness or inability for any reason whatsoever to perform the duties hereunder; or
12 if the Agreement is terminated pursuant to Section 20 (NON-DISCRIMINATION). In
13 such event, CONSULTANT shall not be entitled to any further compensation under this
14 Agreement. The rights and remedies of DISTRICT provided in this section shall not be
15 exclusive and are in addition to any other rights and remedies provided by law or under
16 this Agreement.
17

18
19 13. **BASIC SERVICES OF CONSULTANT**

20 The scope of services associated with the performance of any specific assignment under
21 this Agreement shall be expressly defined and agreed upon prior to the approval of the
22 assignment by DISTRICT. Any changes to the approved scope of services must be
23 authorized by DISTRICT and shall be made in writing.

24 All work prepared by CONSULTANT shall be subject to DISTRICT'S review and
25 approval, as appropriate. Neither DISTRICT'S review nor approval shall give rise to
26 any liability or responsibility on the part of DISTRICT, or waive any of DISTRICT'S
27
28

1 rights, or relieve CONSULTANT of its professional responsibilities or obligations
2 under this Agreement.

3 14. **INDEPENDENT CONTRACTOR**

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

8 15. **ASSIGNMENT**

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

11 16. **RECORD RETENTION/AUDITS**

12 Upon completion of each assignment, as determined solely by DISTRICT,
13 CONSULTANT shall deliver all work products to DISTRICT for retention.
14 CONSULTANT shall be relieved of its records retention requirements three (3) years
15 after expiration of the term of this Agreement or completion of any audit commenced
16 within the three-year period.

17 18
19 17. **CONFLICT OF INTEREST**

20 CONSULTANT covenants that it presently has no interest, including but not limited to,
21 other projects or independent contracts and shall not acquire any such interest, direct or
22 indirect, which would conflict in any manner or degree with the performance of services
23 required to be performed under this Agreement. CONSULTANT further covenants that
24 in the performance of this Agreement, no person having any such interest shall be
25 employed or retained by it under this Agreement.
26
27
28

18. **JURISDICTION/LAW/SEVERABILITY**

1 This Agreement is to be construed in accordance with the laws of the State of
2 California. If any provision of this Agreement is held by a court of competent
3 jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be
4 declared severable and shall be given full force and effect to the extent possible.
5

6 Any legal action, in law or equity related to the performance or interpretation of this
7 Agreement shall be filed only in the Superior Court for the State of California located in
8 Riverside, California, and the parties waive any provision of law providing for a change
9 of venue to another location. Prior to the filing of any legal action, the parties shall be
10 obligated to attend a mediation session with a neutral mediator to try to resolve the
11 dispute.
12

13 19. **WAIVER**

14 Any waiver by DISTRICT of any breach of any one or more of the terms of this
15 Agreement shall not be construed to be a waiver of any subsequent or other breach of
16 the same or any other term thereof. Failure on the part of DISTRICT to require exact,
17 full and complete compliance with any terms of this Agreement shall not be construed
18 as in any manner changing the terms hereof, or estopping DISTRICT from enforcement
19 hereof.
20

21 20. **NON-DISCRIMINATION**

22 In the performance of the terms of this Agreement, CONSULTANT shall not engage in
23 nor permit others he may employ to engage in discrimination in the employment of
24 persons because of the race, color, national origin or ancestry, religion, physical
25 handicap, disability as defined by the Americans with Disabilities Act (ADA), medical
26
27
28

condition, marital status or sex of such persons, in accordance with the provision of California Labor Code Section 1735.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

21. **NON-APPROPRIATION OF FUNDS**

It is mutually agreed and understood that the obligation(s) of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for the reimbursement of CONSULTANT'S fees. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONSULTANT in writing. This Agreement shall be deemed terminated and have no further force and effect immediately upon receipt of DISTRICT'S notification by CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to reimbursement of its costs in accordance with Section 4 (COMPENSATION AND PAYMENT).

22. **DISCREPANCIES**

In the event of any conflict between the terms of this Agreement and Attachment A or Attachment B, the terms of this Agreement shall govern. In the event of any conflict between Attachment A and Attachment B, Attachment A shall govern.


//
//

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

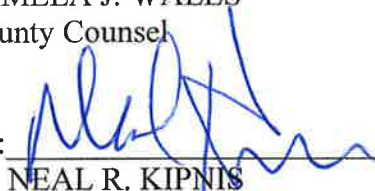
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

By: 
WARREN D. WILLIAMS
General Manager-Chief Engineer

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

APPROVED AS TO FORM:

PAMELA J. WALLS
County Counsel
By: 
NEAL R. KIPNIS
Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By: _____
Deputy

(SEAL)

Consulting Services Agreement
Albert A. Webb Associates
5/24/12

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ALBERT A. WEBB ASSOCIATES

By: 
SCOTT HILDEBRANDT
Vice President

Consulting Services Agreement
Albert A. Webb Associates
05/24/12

ATTACHMENT A
SCOPE OF SERVICES

CONSULTANT may be asked by the DISTRICT to review one or more of the following types of documents for compliance with the DISTRICT's recommended Conditions of Approval, engineering and maintenance standards and any other applicable requirements associated with the processing of land development proposals and other projects (e.g., encroachment permits) not associated with land development:

1. Drainage improvement plans including storm drain, detention basin, levee and channel plans;
2. Hydrologic and hydraulic calculations;
3. Structural calculations;
4. Street improvement plans (drainage related);
5. Grading plans (rough and fine);
6. Water-sewer plans (conflict with drainage plans only);
7. Final subdivision maps and environmental constraint sheets;
8. Adequacy of right of way and/or easement requirements;
9. Covenants, Conditions and Restrictions (CC&R's);
10. Bonding estimates (drainage improvements);
11. California Environmental Quality Act documents; regulatory/resource agency permits; Multiple Species Habitat Conservation Plans compliance documents;
12. Water Quality Management Plans;
13. Encroachment permits; and
14. Technical specifications (drainage improvements).

A. Review Process

Generally, the DISTRICT's recommended Conditions of Approval serve as the initial scope of work for review of a developer's improvement plans/project. Prior to authorizing CONSULTANT to perform any work, DISTRICT's Plan Check staff will discuss each project in detail with the CONSULTANT and define project specific scope of work, including any special requirements.

1. REVIEW OF IMPROVEMENT PLANS

- a. CONSULTANT shall examine the overall engineering concept of the proposed storm drain system prior to checking the design details. CONSULTANT shall also conduct a thorough investigation of the proposed storm drain facility, and its relationship to other facilities (both existing and master planned), waterbodies and real property.
- b. CONSULTANT shall review hydrology and hydraulic reports to ensure the proposed storm drain system has adequate capacity to convey the design peak discharge.

- c. CONSULTANT shall determine whether the proposed storm drain facilities are to be owned, operated and maintained by the DISTRICT, or whether they are facilities to be "owned, operated and maintained by others". If the subject storm drain improvements are:

Facilities to be Owned and Maintained By DISTRICT – CONSULTANT shall check Improvement Plans for strict conformity with DISTRICT's drafting, design and maintenance standards. CONSULTANT should further verify all information that pertains to rights-of-way, easements, and/or egress and ingress as may be necessary for the operation and maintenance of facilities are clearly delineated and consult with appropriate DISTRICT staff for specifics, as necessary. Plans shall be reviewed not only for constructability but also for practicality of maintenance.

Facilities to be Owned and Maintained By Others – CONSULTANT shall check Improvement Plans in accordance with the Memorandum of Understanding between the DISTRICT and the Riverside County Transportation Department dated June 24, 2008. The maintaining agency shall be consulted and kept informed of progress, constraints and unique situations.

- d. CONSULTANT shall check the proposed design for conformance with the following:
1. Approved 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.);
 4. DISTRICT Master Drainage Plans and other proposed drainage plans; and
 5. DISTRICT Drafting Standards.
- e. CONSULTANT shall check for good engineering practice and shall verify that the proposed storm drain facility will function properly at its optimum design level with emphasis on:
1. Structural integrity of facility;
 2. Hydraulic capacity;
 3. Facility alignment;
 4. Inlet & Outlet conditions;
 5. Appropriate construction notes and general notes;
 6. Constructability;
 7. Access for maintenance and ease of maintenance including rehabilitation/restoration;
 8. All pertinent information including right of way/easement limits clearly shown on plans; and
 9. Other items that may be unique to the project.
- f. Check the associated street improvement plans, grading plans, sewer and water plans to ensure no conflict with the storm drain facility as designed.

2. REVIEW OF ENVIRONMENTAL DOCUMENTS & REGULATORY PERMITS

The following guidelines provide the minimum standards of practice that must be met by CONSULTANT in reviewing environmental documents submitted in conjunction with the review of improvement plans for storm drain facilities that are to be owned, operated and maintained by the DISTRICT. These environmental documents shall address construction, and subsequent operation and maintenance of the storm drain facilities (both onsite and offsite). CONSULTANT shall ensure that any compensatory mitigation associated with the project would not in any way encumber or otherwise prohibit the DISTRICT from carrying out its operation and maintenance responsibilities in any manner.

a. California Environmental Quality Act (CEQA)

CONSULTANT shall ensure that the project description of any applicable CEQA document(s) accurately describes and specifically discusses the construction, operation and maintenance of any facilities (both onsite and offsite) that the District is to accept for ownership.

b. Western Riverside County Multiple Species Habitat Conservation Plan (WRCMSHCP)

For projects that are located within the WRCMSHCP boundary, CONSULTANT shall review WRCMSHCP compliance documentation of all proposed 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 WRCMSHCP. CONSULTANT shall ensure that the WRCMSHCP compliance documents adequately address future DISTRICT maintenance activities.

c. Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP)

For projects that are located within the CVMSHCP boundary, CONSULTANT shall review CVMSHCP compliance documentation to verify that the proposed onsite and offsite drainage facilities are in compliance with the applicable provisions of the CVMSHCP including, but not limited to, Sections 4, 4.4, 4.5 and 9. CONSULTANT shall ensure that the CVMSHCP compliance documents adequately address future DISTRICT maintenance activities.

d. Regulatory Permits

CONSULTANT shall review draft regulatory permits authorizing the construction, subsequent operation and maintenance of the proposed storm drain facilities including, but not limited to, 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. CONSULTANT

shall ensure that the draft regulatory permits authorize all necessary future DISTRICT maintenance activities without further due mitigation to DISTRICT.

3. REVIEW OF WATER QUALITY MANAGEMENT PLANS (WQMP)

CONSULTANT shall review the final project-specific WQMP and shall use the appropriate checklist for each principal watershed. The checklist can be found in Appendix P of the Drainage Area Management Plan (DAMP) for Santa Ana River (SAR) and Santa Margarita River (SMR) and Appendix I of the Storm Water Management Plan (SWMP) for Whitewater River (WWR).

4. REVIEW OF ENCROACHMENT PERMITS

CONSULTANT shall review the encroachment permit in accordance with scope of work defined by the Operations and Maintenance Division including but not limited to Items A, B and C of this scope of services.

B. Overall Procedure and Deliverables

1. CONSULTANT shall write corrections directly on the submitted plans, reports and related documents and prepare a summary of review comments. The summary shall include calling out any conflicts, mistakes, inaccuracies and/or omissions shown on the plans. CONSULTANT shall provide substantive comments identifying any portion of the project that, in the opinion of CONSULTANT, does not meet or satisfy any of the applicable parts of items stated in sections A, B or C.
2. It is critically important that the first plan review is comprehensive and that the CONSULTANT provides as much feedback as possible to the applicant and the applicant's engineer. Specific comments shall be annotated in red on the plans, reports or related documents. CONSULTANT shall prepare a concise and descriptive plan check comment letter summarizing the most substantive comments on the plans and any additional comments not indicated on the plans. All correspondence shall be prepared on CONSULTANT's letterhead stationary stamped and signed by the CONSULTANT and countersigned by DISTRICT staff prior to sending out. A copy of the comment letter and check prints shall be neatly packaged and made ready for pickup by the applicant's engineer. CONSULTANT shall promptly notify the applicant's engineer to pick up the comment letter and check prints.
3. All plans and correspondence shall be neatly organized and submitted by CONSULTANT to DISTRICT staff for filing.
4. A regularly updated life to date summary of the project shall be kept in the letter file of the case. This project summary shall at a minimum, include a brief description of each submittal, documenting important events, the progress and/or evolution of the plan review and/or drainage concept, and any outstanding issues or issues resolved.

5. CONSULTANT shall make recommendation to DISTRICT staff, at an appropriate time, to schedule an "all hands" meeting to introduce and discuss the project with internal staff from other affected DISTRICT sections.
6. Approval letters for all plans, hydrologic and hydraulic studies, environmental documents, regulatory permits, WQMP and any other reports shall be clear, concise and shall specifically identify each plan, study, permit, report or document by date.
7. After the check prints have been reviewed and approved (QA/QC) by the DISTRICT's Chief of Planning Division, CONSULTANT shall advise applicant's engineer to proceed with the printing of the final mylar plan set.
8. CONSULTANT shall endorse review of the plans by initialing each individual mylar sheet of the final plans prior to DISTRICT signing of Mylars.
9. CONSULTANT shall ensure that four (4) paper copies of the final WQMP, as approved by the DISTRICT, are submitted to DISTRICT prior to issuance of a final approval letter.
10. Update case status in the DISTRICT's improvement plan tracking system.
11. At the conclusion of the plan review process, a project "closeout" summary, completing Item B.4. above, shall be prepared and placed in the letter file.

C. Time

Time is of the essence. Completed plan review comments shall be returned to the applicant/engineer within three (3) weeks of authorization to proceed. CONSULTANT must allow sufficient time to review all plan check comments with DISTRICT staff prior to providing comments to the applicant/engineer.

FEE SCHEDULE

**RATES
 \$/HOUR**

CLASSIFICATION

Engineers/Project Manager/Planners/Scientist/
 Assessment/Special Tax Specialists/Landscape Architects/Designers

Principal II.....	192.00
Principal I.....	184.00
Senior III	167.00
Senior II	157.00
Senior I	152.00
Associate III	144.00
Associate II	124.00
Associate I	118.00
Assistant V	101.00
Assistant IV	97.00
Assistant III	89.00
Assistant II	76.00
Assistant I	62.00

Survey Services

3-Person Survey Party.....	242.00
2-Person Survey Party.....	212.00
1-Person Survey Party.....	130.00
Director of Survey.....	162.00
Manager of Field Operations.....	120.00
Survey Technician II.....	104.00
Survey Technician I.....	86.00

Inspection Services

Construction Manager	150.00
Inspector II	97.00
Inspector I	92.00

Administrative Services

Project Coordinator.....	86.00
Administrative Assistant III.....	72.00
Administrative Assistant II.....	62.00
Administrative Assistant I	46.00

Other Direct Expenses

Terrain Engineering (Structural) - Curt Gilley.....	184.00/Hour
Incidental Charges	Cost
Postage and Telephone	Cost
In-house Prints, Copies and Delivery	Cost
Travel and Subsistence	Cost
Expert Witness Testimony and Preparation	375.00/Hour
Consultant Time Relative to Legal Action	300.00/Hour
GIS License Fee	37.00/Hour
Survey/Inspector Vehicle	0.77/Mile
Mileage.....	IRS Established Rate

CONSULTING SERVICES AGREEMENT

On-Call Plan Check Services

1
2
3 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION
4 DISTRICT, hereinafter called "DISTRICT", and CVALDO CORPORATION, hereinafter
5 called "CONSULTANT", hereby agree as follows:

1. PROJECT

6
7 CONSULTANT shall provide professional consulting services in support of
8 DISTRICT'S Development and Plan Check review activities in accordance with
9 applicable Federal, State, and local laws and regulations.
10

2. SCOPE OF SERVICES

11
12 As requested by DISTRICT, CONSULTANT shall provide engineering and ancillary
13 professional services to fully and adequately perform and complete in a skillful, timely
14 and professional manner those consulting services as described in the "Scope of
15 Services" attached hereto as Attachment "A" and made a part hereof. During the term
16 of this Agreement, CONSULTANT may be invited to submit budget proposals for
17 some or all of the various services listed in Attachment A as requested by DISTRICT
18 and be assigned subsequent tasks. CONSULTANT understands and expressly agrees
19 that the execution of this Agreement by CONSULTANT and/or the submission of any
20 budget proposal to furnish services does not guarantee the assignment or approval of
21 any subsequent task(s). CONSULTANT shall not perform any work except as directed
22 by DISTRICT in writing.
23

24 By entering into this Agreement, CONSULTANT assumes responsible charge of the
25 work pursuant to Section 6703 of the Professional Engineers Act; Chapter 7 of Division
26 3 of the Business and Professions Code, and shall be wholly responsible for the
27
28

1 completeness and accuracy of all data, technical studies, reports, plans, specifications
2 and estimates prepared pursuant to this Agreement, and shall check all such material
3 accordingly.

4 3. **TERM**

5 CONSULTANT shall not commence performance of any work or services, for any
6 reason whatsoever, until DISTRICT has provided CONSULTANT with a written
7 Notice to Proceed authorizing CONSULTANT to initiate work pursuant to this
8 Agreement. No payment will be made for any work or services performed prior to the
9 issuance of said Notice to Proceed. The term of this Agreement shall start on July 1,
10 2012 and shall terminate at midnight on June 30, 2013 with option for two (2)
11 additional one-year extensions. Prior to the termination of this Agreement, by mutual
12 written consent of DISTRICT and CONSULTANT, this Agreement may be renewed
13 for two (2) additional fiscal years through June 30, 2015.

14
15 4. **COMPENSATION AND PAYMENT**

16 CONSULTANT shall receive compensation for all services satisfactorily performed
17 and expenses incurred in accordance with CONSULTANT'S "Fee Schedule", attached
18 hereto as Attachment "B" and made a part hereof. The total amount of compensation
19 paid to CONSULTANT for the performance of all services approved pursuant to this
20 Agreement shall not exceed the sum of four hundred thousand dollars (\$400,000), in
21 any given fiscal year. CONSULTANT shall submit its invoice monthly, in arrears, no
22 later than sixty (60) calendar days following the month for which services were
23 rendered. Failure to submit a timely invoice will result in non-payment of services.
24 DISTRICT shall not be responsible for payment of any of CONSULTANT'S invoices
25 submitted after the 60-day period.
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DISTRICT shall pay CONSULTANT within forty-five (45) days after DISTRICT'S receipt of CONSULTANT'S appropriate invoices. DISTRICT shall not pay interest or finance charges on any outstanding balance(s). CONSULTANT shall keep employee and expense records according to customary accounting methods and such records shall, upon request, be available for inspection by DISTRICT to verify the invoices of CONSULTANT. All invoices shall itemize charges to conform to the portion(s) of work and fee schedule as set forth on DISTRICT approved CONSULTANT'S budget proposal and Attachment B, respectively.

Except as specifically provided for and stated in this Agreement or Attachment B, DISTRICT shall not be responsible for payment of any of CONSULTANT'S expenses related to this Agreement.

5. **LICENSES** – CONSULTANT, its employees, agents, contractors and subcontractors shall possess appropriate Federal and/or State permits and maintain professional licenses required by the applicable Federal, State and local regulations at all times while performing services under this Agreement.

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

1 7. **NOTICES**

2 Any and all notices sent or required to be sent to the parties of this Agreement will be
3 mailed by first class mail, postage prepaid, to the following addresses:

4 RIVERSIDE COUNTY FLOOD CONTROL CVALDO CORPORATION
5 AND WATER CONSERVATION DISTRICT 4901 Moreno Boulevard, #1110
6 1995 Market Street San Diego, CA 92117
7 Riverside, CA 92501 Attn: Michael Cairns
8 Attn: Development Review/Plan Check Section

9 CVALDO CORPORATION
10 4901 Moreno Boulevard, #1110
11 San Diego, CA 92117
12 Attn: Michael Cairns

13 8. **SUBCONTRACTING**

14 CONSULTANT may, at CONSULTANT'S own expense, retain or employ sub-
15 consultants to accomplish certain portions of the work covered by this Agreement.
16 However, except as specifically provided in Attachment B or as expressly identified in
17 this Agreement, no portion of the services pertinent to this Agreement shall be
18 subcontracted without prior written approval and authorization by DISTRICT.

19 In the event CONSULTANT subcontracts any portion of CONSULTANT'S duties
20 under this Agreement, CONSULTANT shall require its subcontractors to comply with
21 the terms of this Agreement in the same manner as required of CONSULTANT. The
22 fact that CONSULTANT employs special consultants not in his regular employ shall
23 not relieve CONSULTANT of any responsibility regarding the adequacy of the special
24 consultant's designs or other work performed pursuant to this Agreement.

25 9. **REQUIRED INSURANCE**

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

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

5 A. Workers' Compensation

6 If CONSULTANT has employees as defined by the State of California,
7 CONSULTANT shall maintain Workers' Compensation Insurance (Coverage A)
8 as prescribed by the laws of the State of California. Policy shall include
9 Employer's Liability (Coverage B) including Occupational Disease with limits
10 not less than \$1,000,000 per person per accident. Policy shall be endorsed to
11 waive subrogation in favor of DISTRICT and, if applicable, to provide a
12 Borrowed Servant/Alternate Employer endorsement.
13

14 B. Commercial General Liability

15 Commercial General Liability insurance coverage, including but not limited to,
16 premises liability, contractual liability, completed operations, personal and
17 advertising injury covering claims which may arise from or out of
18 CONSULTANT'S performance of its obligations hereunder. Policy shall name
19 Riverside County Flood Control and Water Conservation District, the County of
20 Riverside, special districts, their respective directors, officers, Board of
21 Supervisors, elected officials, employees, agents or representatives as additional
22 insureds. Policy's limit of liability shall not be less than \$1,000,000 per
23 occurrence combined single limit. If such insurance contains a general
24 aggregate limit, it shall apply separately to this Agreement or be no less than
25 two (2) times the occurrence limit.
26
27
28

1 C. Vehicle Liability

2 If vehicles or mobile equipment are used in the performance of the obligations
3 under this Agreement, CONSULTANT shall maintain liability insurance for all
4 owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per
5 occurrence combined single limit. If such insurance contains a general
6 aggregate limit, it shall apply separately to this Agreement or be no less than
7 two (2) times the occurrence limit. If CONSULTANT does not own vehicles,
8 CONSULTANT shall maintain coverage for non-owned or hired vehicles in an
9 amount not less than \$1,000,000 per occurrence combined single limit. Such
10 non-owned or hired coverage may be included on the Commercial General
11 Liability policy. Policy shall name Riverside County Flood Control and Water
12 Conservation District, the County of Riverside, special districts, their respective
13 directors, officers, Board of Supervisors, elected officials, employees, agents or
14 representatives as additional insureds.
15

16 D. Professional Liability

17 CONSULTANT shall maintain Professional Liability Insurance providing
18 coverage for CONSULTANT'S performance of work included within this
19 Agreement, with a limit of liability of not less than \$1,000,000 per occurrence
20 and \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability
21 Insurance is written on a claims made basis rather than an occurrence basis, such
22 insurance shall continue through the term of this Agreement and
23 CONSULTANT shall purchase at his sole expense either: 1) an Extended
24 Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates
25 Coverage from a new insurer with a date retroactive to the date of, or prior to,
26
27
28

1 the inception of this Agreement; or 3) demonstrate through Certificates of
2 Insurance that CONSULTANT has maintained continuous coverage with the
3 same or original insurer. Coverage provided under items: 1), 2) or 3) will
4 continue as long as the law allows.

5 E. General Insurance Provisions – All Lines

6 a. Any insurance carrier providing insurance coverage hereunder shall be
7 admitted to the State of California and have an A.M. BEST rating of not
8 less than an A: VIII (A: 8) unless such requirements are waived, in
9 writing, by the County Risk Manager. If the County's Risk Manager
10 waives a requirement for a particular insurer such waiver is only valid
11 for the specific insurer and only for one policy term.

12 b. CONSULTANT'S insurance carrier(s) must declare its insurance
13 deductibles or self-insured retentions. If such deductibles or self-insured
14 retentions exceed \$500,000 per occurrence such deductibles and/or
15 retentions shall have the prior written consent of the County Risk
16 Manager before the commencement of operations under this Agreement.
17 Upon notification of deductibles or self-insured retentions which are
18 deemed unacceptable to DISTRICT, at the election of the County's Risk
19 Manager, CONSULTANT'S carriers shall either: 1) reduce or eliminate
20 such deductibles or self-insured retentions with respect to this
21 Agreement with DISTRICT, or 2) procure a bond which guarantees
22 payment of losses and related investigations, claims administration,
23 defense costs and expenses.
24
25
26
27
28

1 c. CONSULTANT shall cause their insurance carrier(s) to furnish
2 DISTRICT with: 1) a properly executed original certificate(s) of
3 insurance and original certified copies of endorsements effecting
4 coverage as required herein; or 2) if requested to do so orally or in
5 writing by the County Risk Manager, provide original certified copies of
6 policies including all endorsements and all attachments thereto, showing
7 such insurance is in full force and effect. Further, said certificate(s) and
8 policies of insurance shall contain the covenant that the insurance
9 carrier(s) shall provide no less than thirty (30) days written notice be
10 given to DISTRICT prior to any material modification or cancellation of
11 such insurance. In the event of a material modification or cancellation of
12 coverage, this Agreement shall terminate forthwith, unless DISTRICT
13 receives, prior to such effective date, another properly executed original
14 certificate of insurance and original copies of endorsements or original
15 certified policies, including all endorsements and attachments thereto,
16 evidencing coverages and the insurance required herein is in full force
17 and effect. Individual(s) authorized by the insurance carrier to do so on
18 its behalf shall sign the original endorsements for each policy and the
19 certificate of insurance.

22 d. It is understood and agreed by the parties hereto and CONSULTANT'S
23 insurance company(s), that the certificate(s) of insurance and policies
24 shall so covenant and shall be construed as primary insurance, and
25 DISTRICT'S insurance and/or deductibles and/or self-insured retentions
26 or self-insured programs shall not be construed as contributory.
27
28

- 1 e. If, during the term of this Agreement or any extension thereof, there is a
2 material change in the scope of services; or there is a material change in
3 the equipment to be used in the performance of the scope of work which
4 will add additional exposures (such as the use of aircraft, watercraft,
5 cranes, etc.); or the term of this Agreement, including any extensions
6 thereof, exceeds five (5) years, the County reserves the right to adjust the
7 types of insurance required under this Agreement and the monetary
8 limits of liability for the insurance coverage's currently required herein,
9 if, in the County Risk Manager's reasonable judgment, the amount or
10 type of insurance carried by CONSULTANT has become inadequate.
- 11 f. CONSULTANT shall pass down the insurance obligations contained
12 herein to all tiers of subcontractors working under this Agreement.
- 13 g. The insurance requirements contained in this Agreement may be met
14 with a program(s) of self-insurance acceptable to DISTRICT.
- 15 h. CONSULTANT agrees to notify DISTRICT of any claim by a third
16 party or any incident or event that may give rise to a claim arising from
17 the performance of this Agreement.
18
19

20 10. **INDEMNIFICATION**

21 CONSULTANT shall indemnify and hold harmless DISTRICT (including its directors,
22 officers, Board of Supervisors, elected and appointed officials, employees, agents and
23 representatives) from any liability, claim, damage, proceeding or action, present or
24 future, based upon, arising out of or in any way relating to CONSULTANT'S (including
25 its officers, employees, subcontractors and agents) actual or alleged negligent, reckless
26 or willful misconduct acts or omissions related to this Agreement, performance under
27
28

1 this Agreement, or failure to comply with the requirements of this Agreement, including
2 but not limited to: (a) property damage; (b) bodily injury or death; or (c) any other
3 element of any kind or nature whatsoever.

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

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

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

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

23
24 In the event there is conflict between this section and California Civil Code Section
25 2782, this section shall be interpreted to comply with California Civil Code 2782. Such
26 interpretation shall not relieve CONSULTANT from indemnifying DISTRICT
27 (including its directors, officers, Board of Supervisors, elected and appointed officials,
28

1 employees, agents and representatives) or the County of Riverside to the fullest extent
2 allowed by law.

3 11. **WORK PRODUCT**

4 All calculations, maps, field notes, technical studies, computer files, drawings, reports
5 or other materials produced by CONSULTANT in the performance of the services as
6 described herein shall become and remain the sole property of DISTRICT.
7 CONSULTANT shall not publish or transfer any material produced or resulting from
8 activities supported by this Agreement without the written consent of the General
9 Manager-Chief Engineer of DISTRICT.
10

11 12. **TERMINATION**

12 At any time during the term of this Agreement, DISTRICT may:

- 13 A) Terminate this Agreement without cause upon providing CONSULTANT thirty
14 (30) days written notice stating the extent and effective date of termination; or
15 B) Upon five (5) days written notice, terminate this Agreement for CONSULTANT
16 default, if CONSULTANT refuses or fails to comply with the provisions of this
17 Agreement or fails to make progress so as to endanger performance and does not
18 cure such failure within a reasonable period of time. In the event of such
19 termination, DISTRICT may proceed with the work in a manner deemed proper
20 to DISTRICT.
21

22 In the event DISTRICT issues a Notice of Termination, CONSULTANT shall: i) stop
23 all work under this Agreement on the date specified in the Notice of Termination; and
24 ii) transfer to DISTRICT and deliver in the manner, and to the extent, if any, as directed
25 by DISTRICT, any equipment, data or reports which, if the Agreement had been
26 completed, would have been required to be furnished to DISTRICT.
27
28

1 In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for
2 all services performed in accordance with this Agreement to the date of termination, a
3 total amount which bears the same ratio to the total maximum fee otherwise payable
4 under this Agreement as the services actually bear to the total services necessary for
5 performance of this Agreement. Notwithstanding any of the other provision of this
6 Agreement, CONSULTANT rights under this Agreement shall terminate (except for
7 fees accrued prior to the date of termination) upon dishonesty, or a willful or material
8 breach of this Agreement by CONSULTANT; or in the event of CONSULTANT'S
9 unwillingness or inability for any reason whatsoever to perform the duties hereunder; or
10 if the Agreement is terminated pursuant to Section 20 (NON-DISCRIMINATION). In
11 such event, CONSULTANT shall not be entitled to any further compensation under this
12 Agreement. The rights and remedies of DISTRICT provided in this section shall not be
13 exclusive and are in addition to any other rights and remedies provided by law or under
14 this Agreement.
15

16
17 13. **BASIC SERVICES OF CONSULTANT**

18 The scope of services associated with the performance of any specific assignment under
19 this Agreement shall be expressly defined and agreed upon prior to the approval of the
20 assignment by DISTRICT. Any changes to the approved scope of services must be
21 authorized by DISTRICT, and shall be made in writing.

22 All work prepared by CONSULTANT shall be subject to DISTRICT'S review and
23 approval, as appropriate. Neither DISTRICT'S review nor approval shall give rise to
24 any liability or responsibility on the part of DISTRICT, or waive any of DISTRICT'S
25 rights, or relieve CONSULTANT of its professional responsibilities or obligations
26 under this Agreement.
27
28

14. **INDEPENDENT CONTRACTOR**

1
2 CONSULTANT and the agents and employees of CONSULTANT, shall act at all times
3 in an independent capacity during the term of this Agreement and in the performance of
4 the services to be rendered hereunder and shall not act as or shall not be and shall not in
5 any manner be considered to be employees or agents of DISTRICT.

6 15. **ASSIGNMENT**

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

9
10 16. **RECORD RETENTION/AUDITS**

11 Upon completion of each assignment, as determined solely by DISTRICT,
12 CONSULTANT shall deliver all work products to DISTRICT for retention.
13 CONSULTANT shall be relieved of its records retention requirements three (3) years
14 after expiration of the term of this Agreement or completion of any audit commenced
15 within the three-year period.

16
17 17. **CONFLICT OF INTEREST**

18 CONSULTANT covenants that it presently has no interest, including but not limited to,
19 other projects or independent contracts, and shall not acquire any such interest, direct or
20 indirect, which would conflict in any manner or degree with the performance of services
21 required to be performed under this Agreement. CONSULTANT further covenants that
22 in the performance of this Agreement, no person having any such interest shall be
23 employed or retained by it under this Agreement.

24
25 18. **JURISDICTION/LAW/SEVERABILITY**

26 This Agreement is to be construed in accordance with the laws of the State of
27 California. If any provision of this Agreement is held by a court of competent
28

1 jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be
2 declared severable and shall be given full force and effect to the extent possible.

3 Any legal action, in law or equity related to the performance or interpretation of this
4 Agreement shall be filed only in the Superior Court for the State of California located in
5 Riverside, California, and the parties waive any provision of law providing for a change
6 of venue to another location. Prior to the filing of any legal action, the parties shall be
7 obligated to attend a mediation session with a neutral mediator to try to resolve the
8 dispute.

9
10 19. **WAIVER**

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

17
18 20. **NON-DISCRIMINATION**

19 In the performance of the terms of this Agreement, CONSULTANT shall not engage in
20 nor permit others he may employ to engage in discrimination in the employment of
21 persons because of the race, color, national origin or ancestry, religion, physical
22 handicap, disability as defined by the Americans with Disabilities Act (ADA), medical
23 condition, marital status or sex of such persons, in accordance with the provision of
24 California Labor Code Section 1735.
25
26
27
28

21. **NON-APPROPRIATION OF FUNDS**

1 It is mutually agreed and understood that the obligation(s) of DISTRICT are limited by
2 and contingent upon the availability of DISTRICT funds for the reimbursement of
3 CONSULTANT'S fees. In the event that such funds are not forthcoming for any
4 reason, DISTRICT shall immediately notify CONSULTANT in writing. This
5 Agreement shall be deemed terminated and have no further force and effect
6 immediately upon receipt of DISTRICT'S notification by CONSULTANT. In the event
7 of such termination, CONSULTANT shall be entitled to reimbursement of its costs in
8 accordance with Section 4 (COMPENSATION AND PAYMENT).
9
10

11 22. **DISCREPANCIES**

12 In the event of any conflict between the terms of this Agreement and Attachment A or
13 Attachment B, the terms of this Agreement shall govern. In the event of any conflict
14 between Attachment A and Attachment B, Attachment A shall govern.

15 //

16 //
17
18
19
20
21
22
23
24
25
26
27
28


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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By: 
WARREN D. WILLIAMS
General Manager-Chief Engineer

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

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By: 
NEAL R. KIPNIS
Deputy County Counsel

By: _____
Deputy

(SEAL)

Consulting Services Agreement
CValdo Corporation
5/24/12
CLC:blj

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CVALDO CORPORATION

By: 
MICHAEL CAIRNS
Principal/CFO

Consulting Services Agreement
CValdo Corporation
5/24/12
CLC:blj

ATTACHMENT A
SCOPE OF SERVICES

CONSULTANT may be asked by the DISTRICT to review one or more of the following types of documents for compliance with the DISTRICT's recommended Conditions of Approval, engineering and maintenance standards and any other applicable requirements associated with the processing of land development proposals and other projects (e.g., encroachment permits) not associated with land development:

1. Drainage improvement plans including storm drain, detention basin, levee and channel plans;
2. Hydrologic and hydraulic calculations;
3. Structural calculations;
4. Street improvement plans (drainage related);
5. Grading plans (rough and fine);
6. Water-sewer plans (conflict with drainage plans only);
7. Final subdivision maps and environmental constraint sheets;
8. Adequacy of right of way and/or easement requirements;
9. Covenants, Conditions and Restrictions (CC&R's);
10. Bonding estimates (drainage improvements);
11. California Environmental Quality Act documents; regulatory/resource agency permits; Multiple Species Habitat Conservation Plans compliance documents;
12. Water Quality Management Plans;
13. Encroachment permits; and
14. Technical specifications (drainage improvements).

A. Review Process

Generally, the DISTRICT's recommended Conditions of Approval serve as the initial scope of work for review of a developer's improvement plans/project. Prior to authorizing CONSULTANT to perform any work, DISTRICT's Plan Check staff will discuss each project in detail with the CONSULTANT and define project specific scope of work, including any special requirements.

1. REVIEW OF IMPROVEMENT PLANS

- a. CONSULTANT shall examine the overall engineering concept of the proposed storm drain system prior to checking the design details. CONSULTANT shall also conduct a thorough investigation of the proposed storm drain facility, and its relationship to other facilities (both existing and master planned), waterbodies and real property.
- b. CONSULTANT shall review hydrology and hydraulic reports to ensure the proposed storm drain system has adequate capacity to convey the design peak discharge.

- c. CONSULTANT shall determine whether the proposed storm drain facilities are to be owned, operated and maintained by the DISTRICT, or whether they are facilities to be "owned, operated and maintained by others". If the subject storm drain improvements are:

Facilities to be Owned and Maintained By DISTRICT – CONSULTANT shall check Improvement Plans for strict conformity with DISTRICT's drafting, design and maintenance standards. CONSULTANT should further verify all information that pertains to rights-of-way, easements, and/or egress and ingress as may be necessary for the operation and maintenance of facilities are clearly delineated and consult with appropriate DISTRICT staff for specifics, as necessary. Plans shall be reviewed not only for constructability but also for practicality of maintenance.

Facilities to be Owned and Maintained By Others – CONSULTANT shall check Improvement Plans in accordance with the Memorandum of Understanding between the DISTRICT and the Riverside County Transportation Department dated June 24, 2008. The maintaining agency shall be consulted and kept informed of progress, constraints and unique situations.

- d. CONSULTANT shall check the proposed design for conformance with the following:
1. Approved 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.);
 4. DISTRICT Master Drainage Plans and other proposed drainage plans; and
 5. DISTRICT Drafting Standards.
- e. CONSULTANT shall check for good engineering practice and shall verify that the proposed storm drain facility will function properly at its optimum design level with emphasis on:
1. Structural integrity of facility;
 2. Hydraulic capacity;
 3. Facility alignment;
 4. Inlet & Outlet conditions;
 5. Appropriate construction notes and general notes;
 6. Constructability;
 7. Access for maintenance and ease of maintenance including rehabilitation/restoration;
 8. All pertinent information including right of way/easement limits clearly shown on plans; and
 9. Other items that may be unique to the project.
- f. Check the associated street improvement plans, grading plans, sewer and water plans to ensure no conflict with the storm drain facility as designed.

2. REVIEW OF ENVIRONMENTAL DOCUMENTS & REGULATORY PERMITS

The following guidelines provide the minimum standards of practice that must be met by CONSULTANT in reviewing environmental documents submitted in conjunction with the review of improvement plans for storm drain facilities that are to be owned, operated and maintained by the DISTRICT. These environmental documents shall address construction, and subsequent operation and maintenance of the storm drain facilities (both onsite and offsite). CONSULTANT shall ensure that any compensatory mitigation associated with the project would not in any way encumber or otherwise prohibit the DISTRICT from carrying out its operation and maintenance responsibilities in any manner.

a. California Environmental Quality Act (CEQA)

CONSULTANT shall ensure that the project description of any applicable CEQA document(s) accurately describes and specifically discusses the construction, operation and maintenance of any facilities (both onsite and offsite) that the District is to accept for ownership.

b. Western Riverside County Multiple Species Habitat Conservation Plan (WRCMSHCP)

For projects that are located within the WRCMSHCP boundary, CONSULTANT shall review WRCMSHCP compliance documentation of all proposed 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 WRCMSHCP. CONSULTANT shall ensure that the WRCMSHCP compliance documents adequately address future DISTRICT maintenance activities.

c. Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP)

For projects that are located within the CVMSHCP boundary, CONSULTANT shall review CVMSHCP compliance documentation to verify that the proposed onsite and offsite drainage facilities are in compliance with the applicable provisions of the CVMSHCP including, but not limited to, Sections 4, 4.4, 4.5 and 9. CONSULTANT shall ensure that the CVMSHCP compliance documents adequately address future DISTRICT maintenance activities.

d. Regulatory Permits

CONSULTANT shall review draft regulatory permits authorizing the construction, subsequent operation and maintenance of the proposed storm drain facilities including, but not limited to, 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. CONSULTANT

shall ensure that the draft regulatory permits authorize all necessary future DISTRICT maintenance activities without further due mitigation to DISTRICT.

3. REVIEW OF WATER QUALITY MANAGEMENT PLANS (WQMP)

CONSULTANT shall review the final project-specific WQMP and shall use the appropriate checklist for each principal watershed. The checklist can be found in Appendix P of the Drainage Area Management Plan (DAMP) for Santa Ana River (SAR) and Santa Margarita River (SMR) and Appendix I of the Storm Water Management Plan (SWMP) for Whitewater River (WWR).

4. REVIEW OF ENCROACHMENT PERMITS

CONSULTANT shall review the encroachment permit in accordance with scope of work defined by the Operations and Maintenance Division including but not limited to Items A, B and C of this scope of services.

B. Overall Procedure and Deliverables

1. CONSULTANT shall write corrections directly on the submitted plans, reports and related documents and prepare a summary of review comments. The summary shall include calling out any conflicts, mistakes, inaccuracies and/or omissions shown on the plans. CONSULTANT shall provide substantive comments identifying any portion of the project that, in the opinion of CONSULTANT, does not meet or satisfy any of the applicable parts of items stated in sections A, B or C.
2. It is critically important that the first plan review is comprehensive and that the CONSULTANT provides as much feedback as possible to the applicant and the applicant's engineer. Specific comments shall be annotated in red on the plans, reports or related documents. CONSULTANT shall prepare a concise and descriptive plan check comment letter summarizing the most substantive comments on the plans and any additional comments not indicated on the plans. All correspondence shall be prepared on CONSULTANT's letterhead stationary stamped and signed by the CONSULTANT and countersigned by DISTRICT staff prior to sending out. A copy of the comment letter and check prints shall be neatly packaged and made ready for pickup by the applicant's engineer. CONSULTANT shall promptly notify the applicant's engineer to pick up the comment letter and check prints.
3. All plans and correspondence shall be neatly organized and submitted by CONSULTANT to DISTRICT staff for filing.
4. A regularly updated life to date summary of the project shall be kept in the letter file of the case. This project summary shall at a minimum, include a brief description of each submittal, documenting important events, the progress and/or evolution of the plan review and/or drainage concept, and any outstanding issues or issues resolved.

5. CONSULTANT shall make recommendation to DISTRICT staff, at an appropriate time, to schedule an "all hands" meeting to introduce and discuss the project with internal staff from other affected DISTRICT sections.
6. Approval letters for all plans, hydrologic and hydraulic studies, environmental documents, regulatory permits, WQMP and any other reports shall be clear, concise and shall specifically identify each plan, study, permit, report or document by date.
7. After the check prints have been reviewed and approved (QA/QC) by the DISTRICT's Chief of Planning Division, CONSULTANT shall advise applicant's engineer to proceed with the printing of the final mylar plan set.
8. CONSULTANT shall endorse review of the plans by initialing each individual mylar sheet of the final plans prior to DISTRICT signing of Mylars.
9. CONSULTANT shall ensure that four (4) paper copies of the final WQMP, as approved by the DISTRICT, are submitted to DISTRICT prior to issuance of a final approval letter.
10. Update case status in the DISTRICT's improvement plan tracking system.
11. At the conclusion of the plan review process, a project "closeout" summary, completing Item B.4. above, shall be prepared and placed in the letter file.

C. Time

Time is of the essence. Completed plan review comments shall be returned to the applicant/engineer within three (3) weeks of authorization to proceed. CONSULTANT must allow sufficient time to review all plan check comments with DISTRICT staff prior to providing comments to the applicant/engineer.

CValdo Corporation

RCFCWCD On-Call Plan Check Services - Proposed Hourly Rate Schedule through June 31, 2013

Name	Title	Hourly Rate	Subconsultant Markup	Total Hourly Rate
<u>CValdo Corporation Personnel</u>				
Victor Valdovinos	Engineering Designer	\$89.00	-	\$89.00
Michael Cairns, PE	Principal	\$155.00	-	\$155.00
Lombardo Detrinidad, PE	Project Manager	\$155.00	-	\$155.00
Ken Horsley, PE	Project Manager	\$155.00	-	\$155.00
Rick Paras, PE, SE	Project Manager	\$155.00	-	\$155.00
Joel Valdovinos, PE	Project Manager	\$155.00	-	\$155.00
Marisel Cairns, PE	Project Manager	\$155.00	-	\$155.00
 <u>EDAW</u>				
Tom Held	Environmental Planner IV	\$155.00	10%	\$170.50
Cindy Kinkade	Environmental Planner IV	\$155.00	10%	\$170.50
Jessica Fernandez	Environmental Planner I	\$85.00	10%	\$93.50
Jessie Lee	GIS Specialist II	\$115.00	10%	\$126.50
Robin Rice	Word Processor I	\$85.00	10%	\$93.50
Marisa Fabrigas	Word Processor II	\$100.00	10%	\$110.00
Theresa Tempereau	Technical Editor	\$100.00	10%	\$110.00
Beth Pittman	Administrative	\$90.00	10%	\$99.00

- Note:
- 1) Direct costs when authorized by the District will be billed at cost plus 10%
 - 2) Hourly rates are valid through June 31, 2013. A 1.5% annual rate increase will be applied on July 1, 2014 and July 1, 2015.

ATTACHMENT B