



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

720 B

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
August 28, 2012

SUBJECT: LID Retention Impacts Study Consulting Services Agreement
Project No. 679-8-9-0989
Districts 1 and 3/Districts 1 and 3

RECOMMENDED MOTION:

1. Approve the sole source Professional Engineering Services Agreement (Agreement) between the District and Stetson Engineers, Inc. (Consultant);
2. Authorize the Chairman to execute the Agreement on behalf of the District; and
3. Authorize the District's General Manager-Chief Engineer to renew the Agreement for subsequent Fiscal Years if needed for the completion of the study.

BACKGROUND:

See Page 2.

FINANCIAL:

See Page 2.

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA

| | | | |
|------------------------------------|-----------|--------------------------------|-----------|
| Current F.Y. District Cost: | \$100,000 | In Current Year Budget: | Yes |
| Current F.Y. County Cost: | \$0 | Budget Adjustment: | No |
| Annual Net District Cost: | \$0 | For Fiscal Year: | 2012-2013 |

SOURCE OF FUNDS:

25200 947580 525440 - NPDES Santa Margarita Assessment - Professional Services

| | |
|---|--------------------------|
| Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| Requires 4/5 Vote | <input type="checkbox"/> |

C.E.O. RECOMMENDATION:

APPROVE

BY:
Alex Gann

County Executive Office Signature

Policy

Consent

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.:

District: 1st & 3rd/1st & 3rd Agenda Number:

11.3

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
JEANINE J. REY, FINANCE DIRECTOR
BY: 7/31/2012
JEANINE J. REY

FORM APPROVED COUNTY COUNSEL
DATE: 7/31/12
BY: NEAL R. KIPNIS

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

SUBJECT: LID Retention Impacts Study Consulting Services Agreement
Project No. 679-8-9-0989
Districts 1 and 3/Districts 1 and 3

SUBMITTAL DATE: August 28, 2012

Page 2

BACKGROUND:

The District, the County of Riverside, and the Cities of Murrieta, Temecula and Wildomar are Copermittees on Order R9-2010-0016 (Order), a National Pollutant Discharge Elimination System Permit issued by the San Diego Regional Water Quality Control Board (Regional Board) for stormwater discharges from the Copermittees' storm drainage system. The Order requires a significant majority of public and private development projects within the Santa Margarita Region of Riverside County to retain a specified volume of stormwater runoff on site. Marine Corps Base Camp Pendleton (a downstream water rights holder) and the Copermittees expressed concern during the Order adoption hearing that this requirement could reduce flows in the Santa Margarita River, and in turn detrimentally impact beneficial uses and water supply rights. The Regional Board has allowed the Copermittees to conduct a study to determine if such impacts are indeed expected, and may thereafter reconsider the requirement.

Through this Consulting Services Agreement, the District will utilize Professional Services from Stetson Engineers, Inc., to complete a study to assess the impacts of this Order's stormwater retention requirements upon flow, Beneficial Uses and water supply rights within the Santa Margarita River. This special study, referred to as the "LID Retention Impacts Study", is being done in conjunction with Marine Corps Base Camp Pendleton and will help ensure that the programs developed and implemented by the District, the County, and the other Copermittees in compliance with the Order will not have a detrimental effect upon the environment or downstream water users such as Camp Pendleton. Camp Pendleton has funded and initiated work on a portion of the overall study, and has already selected Stetson Engineers for the study based on their qualifications process. The District will, pursuant to this Agreement, fund the completion of the study. Based on District knowledge of alternative suppliers, the District agrees with the selection of Stetson Engineers, Inc., for this project. For additional information please refer to the sole source justification attached.

The Consulting Services Agreement sets forth the terms and conditions by which Stetson Engineers, Inc., will furnish professional services in support of the District's LID Retention Impacts Study.

County Counsel has approved the Agreement as to legal form and the Consultant has executed the Agreement. County Purchasing has reviewed and approved the Sole Source Justification (attached).

FINANCIAL:

Funds for the Agreement are included in the District's NPDES Santa Margarita Assessment Professional Services budget for FY 2012-2013.


The amounts referenced herein are based upon the maximum amount of the Agreement. Actual costs will be assessed based upon actual invoices received but not to exceed the aggregate contract amount.

TNK:blj



M E M O R A N D U M
RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

DATE: April 30, 2012

TO: Board of Supervisors
VIA: Purchasing Agent
FROM: Warren D. Williams, General Manager-Chief Engineer 
RE: Sole Source Procurement – Stetson Engineers
Request for Professional Engineering Services

The information provided below is in support of the District requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

1. **Supply/Service being requested:** Professional Services to assess the impacts of excess storm water retention in the upper Santa Margarita Watershed required under Order R9-2010-0016 issued by the San Diego Regional Water Quality Control Board (Regional Board), upon designated Beneficial Uses and water supply within the Santa Margarita River. This special study, hereinafter referred to as the "LID Retention Impacts Study" is being done in conjunction with Camp Pendleton as described in response to questions 4, 5, and 6 below. In lieu of a cash contribution to Camp Pendleton to facilitate this study, the District has been asked to directly pay for a portion of the Study.
2. **Supplier being requested:** Stetson Engineering
3. **Alternative suppliers that can or might be able to provide supply/service:** Suppliers known to have various levels of hydraulic modeling experience include Stetson Engineers, RBF Consulting, Brown and Caldwell, and Camp Dresser and McKee, Weston, and AMEC.
4. **Extent of market search conducted:**
 - a. The District works regularly with all of the above mentioned firms on issues related to water quality. Based on this operational knowledge of the experience and qualifications of the various firms, and as further discussed in response to question 5 below, the District believes that Stetson Engineers is the only one with the requisite knowledge of the specific hydrology, groundwater pumping and surface water interrelationship, and water rights issues within the Santa Margarita Watershed that are necessary for the performance of this study.
 - b. This LID Retention Impacts Study is being done in conjunction with Marine Corps Base Camp Pendleton. Camp Pendleton has already selected Stetson Engineers for the study based on their qualifications process. Based on the above referenced District knowledge of alternative suppliers, the District agrees with the selection of Stetson Engineers for this project.

TO: Board of Supervisors
RE: Sole Source Procurement – Stetson Engineers
Request for Professional Engineering Services

5. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

- a. Stetson is uniquely situated to perform the required tasks for this LID Retention Impacts Study. Stetson has worked for over two decades in the Santa Margarita River Watershed and has a deep understanding of the physical, ecological, and socio-economic dynamics within this system. Clients within the watershed have included Marine Corps Base Camp Pendleton, Fallbrook Public Utility District, Rancho California Water District, San Diego State University's Santa Margarita Ecological Reserve, the Cahuilla and Pechanga Tribes, and the Bureau of Reclamation. Camp Pendleton is one of the primary downstream recipients of storm water runoff within the watershed. Stetson's work with the Base has included performing extensive assessments of the hydrology of the Santa Margarita River Watershed, including evaluations of water rights impacts stemming from excess retention and groundwater pumping in the upper watershed areas by various water districts, and has gained Stetson an extensive knowledge of the history of water flows and use within this specific watershed. Stetson's work has further been closely coordinated with the Bureau of Reclamation, the federally appointed Watermaster for the Santa Margarita River, Rancho California Water District, and other key stakeholders within the watershed that are potentially impacted by the requirements in the Order. Stetson is a member of the Technical Advisory Committee to the Cooperative Water Resources Management Agreement developed in settlement of water rights disputes on the river, and through these roles and relationships, Stetson has developed a working relationship with Rancho California Water District staff, who have agreed to allow Stetson to utilize the groundwater model maintained by RCWD in performance of this scope of work. Without this agreement from RCWD, this LID Retention Impacts Study would not be feasible.
- b. As previously mentioned, Camp Pendleton has selected Stetson Engineering through their qualifications process and has initiated work on this study. Due to the time constraints associated with completion of this effort, Stetson's specific knowledge of the issues within this watershed, and their existing relationships with various key stakeholders for this project, we do not expect that another supplier can meet our needs.

6. Reasons why my department requires these unique features and what benefit will accrue to the county:

- a. The District, the County of Riverside, and the Cities of Murrieta, Temecula and Wildomar are 'Co-permittees' on Order R9-2010-0016 (Order) issued by the San Diego Regional Water Quality Control Board (Regional Board). The Order requires the Co-permittees to require a significant majority of development projects within Riverside County to retain a pre-defined volume of storm water runoff on each development site.

TO: Board of Supervisors
RE: Sole Source Procurement – Stetson Engineers
 Request for Professional Engineering Services

As a result of this requirement, water which may otherwise have made it to the creeks and rivers in the watershed may no longer be allowed to reach those creeks and rivers. This could potentially have significant detrimental effects on the flora and fauna of Riverside County, including endangered species addressed in the Western Riverside County Multiple Species Habitat Conservation Plan, through the reduction of the volume and frequency of flows in our creeks and rivers in the Santa Margarita Watershed.

- b. The benefits of the LID Retention Impacts Study are to ensure that the programs developed and implemented by the District, the County, and the other Co-permittees in compliance with the Order, will not have a detrimental effect upon the environment of Riverside County or downstream water users such as Camp Pendleton.
 - c. Marine Corps Base Camp Pendleton is pursuing this LID Retention Impacts Study and has requested that the District, as Principal Co-permittee and on behalf of the Co-permittees, participate in and jointly fund the study to help ensure its completion. According to Camp Pendleton, a cooperative agreement between the District and the Department of Defense for the funding of this study is not feasible, and has instead requested the District directly contribute to the study.
 - d. The Regional Board has agreed to reduce other requirements in the Order, to allow the District to cost-neutrally reallocate existing programmed and budgeted funds to this LID Retention Impacts Study. Participation in and funding of this study will be cost-neutral to the District.
7. **Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:** The District's share of the core cost for performing the LID Retention Impacts Study is \$50,000, which is in line with the cost to perform other similar studies of storm water runoff that have been received from both Weston and AMEC. The following summarizes recent cost proposals for other studies of similar scale that are required by the Order:

| Study | AMEC | Weston |
|------------------------|-----------|-----------|
| Sediment Toxicity | \$ 51,900 | \$ 74,378 |
| Trash and Litter | \$ 35,085 | \$ 31,016 |
| Ag, Federal, Tribal | \$ 49,923 | \$ 50,316 |
| MS4 Maintenance | \$ 61,493 | \$ 60,543 |
| Ephemeral Stream Conv. | \$ 34,715 | \$ 29,149 |


In addition to the core study cost described above, the Regional Board has requested the District include a third party peer review into the study, which may cost up to an additional \$50,000. The Regional Board has agreed to reduce other requirements in the Order to allow the District to cost-neutrally reallocate existing programmed and budgeted funds to cover the cost of this LID Retention Impacts Study and their requested peer review. Participation in and funding of this study and the peer review will therefore be cost-neutral to the District.

TO: Board of Supervisors
RE: Sole Source Procurement – Stetson Engineers
 Request for Professional Engineering Services

8. Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain). No

9. Period of Performance: From Soonest possible execution date to July 1, 2013

(Provide a defined period of performance. Please note multi-year terms require Board approval, unless renewable in one year increments and the Purchasing Agent approves the terms.)

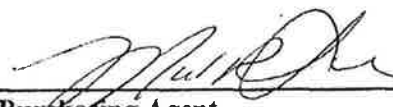


Department Head Signature **Date** 5/2/12

Purchasing Department Comments:

Approve **Approve with Condition(s)** **Disapprove**

Not to exceed: \$100,000 One time Annual Amount through 6-30-2014



Purchasing Agent **Date** 5-3-12 **Approval Number** 12-510
(Reference on Purchasing Documents)

CONSULTING SERVICES AGREEMENT

LID Retention Impacts Study

Project No. 679-8-9-0989

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2 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION
3 DISTRICT, hereinafter called "DISTRICT", and STETSON ENGINEERS, INC., hereinafter
4 called "CONSULTANT", hereby agree as follows:
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- 6 1. PROJECT - CONSULTANT shall provide professional engineering services in support
7 of DISTRICT'S LID Retention Impacts Study (Project No. 679-8-9-0989), hereinafter
8 called "PROJECT", as further described in CONSULTANT'S Scope of Services
9 attached hereto as Attachment "A" and made a part hereof, and in accordance with
10 applicable Federal, State, and local laws and regulations.
11
- 12 2. SCOPE OF SERVICES - DISTRICT hereby retains CONSULTANT, as an independent
13 contractor, to perform all technical and professional services including but not limited
14 to expertise, labor, material, equipment, transportation, supervision, and other incidental
15 services to fully and adequately perform and complete in a skillful and professional
16 manner those consulting services set forth in Attachment "A", and CONSULTANT
17 agrees to perform said services within the time limits specified herein.
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- 19 3. TIME FOR PERFORMANCE – CONSULTANT shall not commence performance of
20 any work or services, for any reason whatsoever, until DISTRICT has provided
21 CONSULTANT with a written Notice to Proceed authorizing CONSULTANT to
22 initiate work pursuant to this Agreement. CONSULTANT shall commence performance
23 within five (5) calendar days of DISTRICT'S issuance of a Notice to Proceed. No
24 payment will be made for any work or services performed prior to the issuance of said
25 Notice to Proceed. CONSULTANT'S performance under this Agreement shall
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commence on the date the Agreement is executed by DISTRICT'S General Manager-
Chief Engineer, and shall terminate at midnight on June 30, 2013.

4. COMPENSATION - DISTRICT shall pay CONSULTANT for actual services satisfactorily performed and expenses incurred in accordance with Attachment "A" and CONSULTANT'S Fee Schedule, attached hereto as Attachment "B" and made a part hereof. All invoices shall itemize charges to conform to the portion(s) of work and rates as set forth in Attachments "A" and "B". The total amount paid to CONSULTANT under this Agreement shall not exceed one hundred thousand dollars (\$100,000).

5. PAYMENT - Upon satisfactory performance of CONSULTANT'S services as set forth herein, DISTRICT shall pay CONSULTANT within thirty (30) days after DISTRICT'S receipt of CONSULTANT'S appropriate invoice. CONSULTANT shall keep employee and expense records according to customary accounting methods and such records shall be available for inspection by DISTRICT to verify the invoices of CONSULTANT. Except as specifically provided for and stated in this Agreement or Attachment "B", the DISTRICT shall not be responsible for payment of any of CONSULTANT'S expenses related to this Agreement.

6. 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.

7. SUBCONTRACTS - CONSULTANT may, at CONSULTANT'S own expense, employ special consultants to accomplish certain portions of the work covered by this Agreement, however, except as specifically provided in Attachment "A" 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.

8. INTENTIONALLY LEFT BLANK.

9. 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: Water Quality Planning Section | STETSON ENGINEERS, INC. 2171 East Francisco Blvd., Suite K San Rafael, CA 94901 Attn: Steve Reich |
|--|--|

10. INSURANCE - CONSULTANT shall not commence operations until DISTRICT has been furnished with original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. Without limiting or diminishing CONSULTANT'S obligation to indemnify or hold DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

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A. Workers' Compensation:

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

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT'S performance of its obligations hereunder. Policy shall name the Riverside County Flood Control and Water Conservation District, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT shall maintain liability insurance

1 for all owned, non-owned or hired vehicles so used in an amount not less than
2 \$1,000,000 per occurrence combined single limit. If such insurance contains a
3 general aggregate limit, it shall apply separately to this Agreement or be no less
4 than two (2) times the occurrence limit. Policy shall name the Riverside County
5 Flood Control and Water Conservation District, the County of Riverside, its
6 Agencies, Districts, Special Districts, and Departments, their respective
7 directors, officers, Board of Supervisors, employees, elected or appointed
8 officials, agents or representatives as Additional Insureds.

9 D. Professional Liability:

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

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- i. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County Risk Manager waives a requirement for a particular insurer such waiver is only valid for the specific insurer and only for one policy term.
 - ii. CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to DISTRICT and at the election of the County Risk Manager, CONSULTANT'S carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
 - iii. CONSULTANT shall cause their insurance carrier(s) to furnish DISTRICT with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing

1 such insurance is in full force and effect. Further, said Certificate(s) and
2 policies of insurance shall contain the covenant of the insurance
3 carrier(s) that thirty (30) days written notice shall be given to DISTRICT
4 prior to any material modification, cancellation, expiration or reduction
5 in coverage of such insurance. In the event of a material modification,
6 cancellation, expiration or reduction in coverage, this Agreement shall
7 terminate forthwith, unless DISTRICT receives, prior to such effective
8 date, another properly executed original Certificate of Insurance and
9 original copies of endorsements or certified original policies, including
10 all endorsements and attachments thereto, evidencing coverages set forth
11 herein and the insurance required herein is in full force and effect. An
12 individual authorized by the insurance carrier to do so on its behalf shall
13 sign the original endorsements for each policy and the Certificate of
14 Insurance.
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16 iv. It is understood and agreed by the parties hereto that CONSULTANT'S
17 insurance shall be construed as primary insurance, and DISTRICT'S
18 insurance and/or deductibles and/or self-insured retentions or self-
19 insured programs shall not be construed as contributory.

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

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

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

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

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

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

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

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

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

15 In the event there is conflict between this section and California Civil Code Section
16 2782, this section shall be interpreted to comply with Civil Code Section 2782. Such
17 interpretation shall not relieve CONSULTANT from indemnifying DISTRICT or the
18 County of Riverside to the fullest extent allowed by law.

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21 12. WORK PRODUCT - CONSULTANT shall provide DISTRICT all data, materials,
22 drawings, logs and report(s) as set forth in CONSULTANT'S proposal and/or
23 Attachment "A". All work products or deliverables furnished under this Agreement
24 shall be and remain the sole property of DISTRICT. CONSULTANT shall not publish
25 or transfer any material produced or resulting from activities supported by this
26 Agreement without the written consent of the General Manager-Chief Engineer. If any
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1 such material is subject to copyright or trademark, the parties agree that the right to any
2 and all copyright and/or trademark in and to the material is expressly reserved to
3 DISTRICT. If any such material is copyrighted, the parties hereto understand and agree
4 that DISTRICT reserves a royalty-free, non-exclusive, and irrevocable license to
5 reproduce, publish and use such material, in whole or in part, and to authorize others to
6 do so, provided written credit is given the author.

7 13. CONFIDENTIALITY OF DATA – All financial, statistical, personal, technical or other
8 data and information made available to CONSULTANT shall not be disclosed (in
9 whole or in part) by CONSULTANT to any third parties and shall be protected by
10 CONSULTANT from unauthorized use and disclosure. The only exception to this shall
11 be if disclosure is approved in advance in writing by DISTRICT or if the disclosure is
12 made to CONSULTANT'S subcontractors as anticipated by this Agreement.

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

17 These same requirements shall be applicable to any of CONSULTANT'S
18 subcontractors. CONSULTANT shall include the requirements stated in this section in
19 the agreement with any of its subcontractors.

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21 14. TERMINATION - At any time during the term of this Agreement, DISTRICT may:

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

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

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

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25 15. ASSIGNMENT - Neither this Agreement nor any part thereof shall be assigned by
26 CONSULTANT without the prior written consent of DISTRICT.
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16. CONFLICT OF INTEREST – CONSULTANT covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement.
17. INDEPENDENT CONTRACTOR – CONSULTANT and the agents and employees of CONSULTANT shall act at all times in an independent capacity during the term of this Agreement and in the performance of the services to be rendered hereunder and shall not act as or shall not be and shall not in any manner be considered employees or agents of DISTRICT.
18. JURISDICTION/LAW/SEVERABILITY – This Agreement is to be construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be declared severable and shall be given full force and effect to the extent possible.
- Any legal action, in law or equity related to the performance or interpretation of this Agreement shall be filed only in the Superior Court for the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. Prior to the filing of any legal action, the parties shall be obligated to attend a mediation session with a neutral mediator to try to resolve the dispute.

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19. WAIVER – Any waiver by DISTRICT of any breach of any one or more of the terms of this Agreement shall not be constructed to be a waiver of any subsequent or other breach of the same or any other term thereof. Failure on the part of DISTRICT to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof or estopping DISTRICT from enforcement hereof.
20. NON-DISCRIMINATION - In the performance of the terms of this Agreement, CONSULTANT shall not engage in nor permit others he may employ to engage in discrimination in the employment of persons because of the race, color, national origin or ancestry, religion, physical handicap, disability as defined by the Americans with Disabilities Act (ADA), medical condition, marital status or sex of such persons, in accordance with the provision of California Labor Code Section 1735.
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 on 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 Sections 4 and 5 (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.

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

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Clerk of the Board

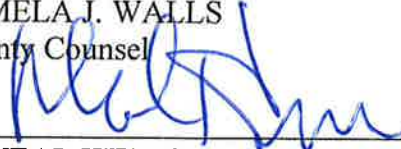
RECOMMENDED FOR APPROVAL: RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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
By 
NEAL KIPNIS
Deputy County Counsel

KECIA HARPER-IHEM
Clerk of the Board
By _____
Deputy

(SEAL)

Consulting Services Agreement-
LID Retention Impacts Study
07/30/12
TNK:seb:blj

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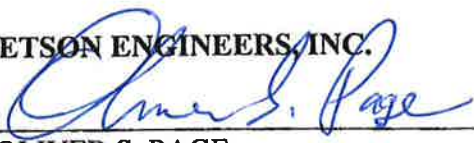
RECOMMENDED FOR APPROVAL:

By _____
ALI SHAHROODY
President of the Board

APPROVED AS TO FORM:

By _____
General Counsel

STETSON ENGINEERS, INC.

By 
OLIVER S. PAGE
Chief Executive Office / Chief Financial Officer

ATTEST:

By _____
STEPHEN JOHNSON
Vice-President of the Board / Board Secretary

(SEAL)

Consulting Services Agreement-
LID Retention Impacts Study
07/30/12
TNK:seb:blj

1 RECOMMENDED FOR APPROVAL:

STETSON ENGINEERS, INC.

2 By _____
3 ALI SHAHROODY
4 President of the Board

By _____
OLIVER S. PAGE
Chief Executive Office / Chief Financial Officer

4 APPROVED AS TO FORM:

ATTEST:

5 By _____
6 General Counsel

By  _____
STEPHEN JOHNSON
Vice-President of the Board / Board Secretary

(SEAL)

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Consulting Services Agreement-
LID Retention Impacts Study
07/30/12
TNK:seb:blj

Scope of Work

This proposal is submitted by Stetson Engineers Inc. to Riverside County Flood Control and Water Conservation District (RCFCWCD). The purpose of the proposed study is to investigate the potential impact to flows, including their relationship to beneficial uses, in the Santa Margarita River Watershed that may result from San Diego Regional Water Quality Control Board (Board) Order R9-2010-0016 (Order). The Board Order addresses requirements for the Municipal Separate Storm Sewer Systems (MS4) for Southern Riverside County. Provision P of the Order specifically requires:

“The Executive Officer shall meet with Camp Pendleton and other stakeholders at six (6) month intervals to identify and investigate water quality impacts, flow impacts, and impacts to water rights that may derive from the implementation of Low Impact Development BMPs required by Order R9-2010-0016 as they are developed by the storm water Copermitees. Any key issues or amendments to the Order that derive from those analyses and discussions will be promptly brought to the San Diego Water Board for their consideration.”

The scope of work presented herein by Stetson Engineers, which incorporates input received from Camp Pendleton, RCFCWCD, Regional Board staff, and other interested parties during the study scoping process, outlines the tasks necessary to evaluate potential impacts to surface flow that may derive from the implementation of the Order.

Contractor Information:

Stetson Engineers Inc.
2171 E. Francisco Blvd. Suite K
San Rafael, California 94901
(415) 457-0701
(415) 457-1638 (FAX)
steve@stetsonengineers.com (e-mail)

Contract Person: Steve Reich

Tax Payer Identification No. (TIN) 94-2452155

AREA OF EXPERTISE

Stetson Engineers has worked on a wide range of water rights, water supply and quality, stormwater, and monitoring projects in the Santa Margarita River Watershed and is familiar with the water resources, hydrology, and infrastructure in southern Riverside County. Stetson will provide supervisors and support staff experienced in water resource engineering, including, civil engineering, water quality, hydrogeology, and water reuse.

Scope of Work

The MS4 order issued under R9-2010-0016 specifies low impact development (LID) and other mitigation measures to improve water quality in creeks and rivers in southern Riverside County. These measures are intended to protect or improve water quality in the surface waters through increased retention requirements. Whether on-site or regionally developed, increased stormwater retention has the potential to reduce the quantity of water available for downstream beneficial use, including use on Camp Pendleton for water supply and other beneficial uses. There is particular concern that the proposed Order could significantly reduce small- to mid-size storm flow frequency at and below the SMR Gorge due to implementation of on-site retention requirements for stormwater that may retain more water onsite than would occur in nature. The purpose of this scope of work is to evaluate and address whether implementation of the Order will affect the surface flow of the Santa Margarita River at the confluence of Murrieta and Temecula Creeks. Specific attention will be focused on potential impacts to the beneficial use of surface flows, including, but not limited to: in-stream flow requirements for habitat, species and water rights.

The scope of work is based on prior work that will have been completed under separate contract with Camp Pendleton. The work will have included collecting rainfall-runoff data from two MS4 facilities that exist in southwestern Riverside County. These representative data will then be used as input to a Storm Water Management Model (SWMM) to develop site specific in-situ rainfall-runoff curves.

There are three tasks associated with the portion of the study covered by this scope of work, plus an additional on-call task. The on-call task is for facilitating a third-party peer review, responding to and performing additional analysis based on the peer review, and other services as needed and directed by the District.

TASK 1 EXPAND SWMM RESULTS TO BASIN LEVEL

Stetson will develop a methodology to apply the rainfall-runoff relationship developed under separate contract with Camp Pendleton at the investigative sites for application to the basin-wide GSFLOW model. The rainfall-runoff relationships developed at each site for the three future scenarios will be applied to a basin-wide groundwater flow model. The GSFLOW groundwater model, which accounts for both surface and groundwater flow, will be used to expand the site specific data to a basin wide scale so potential impacts to surface flow at the Gorge may be assessed. The GSFLOW model is dependent upon rainfall-runoff relationships and will reflect changes in groundwater storage and surface flow based on time-dependent rainfall events.

Scope of Work

The GSFLOW model has been developed by Rancho California Water District through a collaborative process under supervision of the SMR Watermaster. The purpose of the model is to assess the effects of urban and water related impacts to flow at the Gorge. The surface water portion of the groundwater model accounts for the rainfall-runoff relationship outside the two SWMM model control points to assure a mass balance exists between various future management scenarios. Specifically, the groundwater model will assure that the sum of basin-wide runoff and infiltration, based on total rainfall, remains equal between model runs.

While the groundwater model run reflecting undeveloped conditions (no dams or groundwater pumping) has been previously completed, this study will investigate future build out conditions identified in Task 4. Task 5 will develop data sets to be incorporated into the existing GSFLOW model to simulate flow at the Gorge. Three groundwater model scenarios are currently contemplated:

GW Run A – Full Build-Out

The first model run will calibrate the GSFLOW model to the newly developed rainfall-runoff relationships based on an assumption of full build-out without onsite retention.

GW Run B – LID with No Retrofit

The second model run will reflect fully functioning LID BMPs for new development in the future build-out scenario in accordance with the MS4 permit conditions.

GW Run C – LID with 100% Retrofit

The third model run will add an assumption of 100% retrofit of existing land uses to the previous scenario of adding LID BMPs to all new developments and redevelopments in accordance with the MS4 permit conditions.

This task will result in three datasets formatted for input to GSFLOW. The final recommendation for groundwater modeling will be based on the outcome and analysis of the SWMM modeling effort and the actual costs for the GSFLOW consultant to conduct each modeling scenario. If additional funds become available, alternative model runs to investigate undeveloped conditions under existing groundwater levels will be pursued with the groundwater model group.

Scope of Work

TASK 2 GSFLOW COORDINATION

Stetson will work with the Cooperative Water Resource Management Agreement (CWRMA) Technical Advisory Committee (TAC) and the CWRMA groundwater model group to refine the model runs described above for using GSFLOW and MODFLOW. Following delivery of Task 5 datasets to the GSFLOW consultant, Task 6 will include meeting with the groundwater model group to coordinate data and result implementation into the existing GSFLOW model. Rancho California Water District's consultant, Geoscience Support Services Inc., will perform the GSFLOW model scenarios based on the datasets developed in Task 5. The results of these model run will be simulated streamflow records that may be used to assess whether R9-2010-0016 impacts flow at the Gorge. This task will include, but not be limited to: coordination with the CWRMA TAC; preparation of groundwater model input data; and analysis of results from the GSFLOW model run.

GSFLOW model results for each management scenario performed will be prepared upon the completion of this task. The model results will describe flow at the Gorge based different rainfall-runoff relationships identified from each management scenario. These results will be described in the Task 7 technical memorandum.

TASK 3 TECHNICAL MEMORANDUM AND PROJECT MANAGEMENT

A draft and final Technical Memorandum will be provided that describes the methodologies used to develop the relationship, if any, between the requirements of the Order and flow at the Gorge under the different management scenarios described above. Changes to flow downstream of the Gorge due to impacts from implementation of the Order will be assessed qualitatively and discussed in terms of potential impacts on beneficial uses, including (if applicable) potential impacts on in-stream species requirements and water availability during different times of the year. A PowerPoint presentation and final report of the results will be created for presentation to RCFCWCD, CPEN, and the Regional Board along with recommendations for potential changes, if justified, to the Order that will minimize or otherwise avoid potentially adverse effects.

TASK 4 ON-CALL SERVICES

This on-call task includes tasks such as, but not limited to facilitating a third-party peer review, responding to and performing additional analysis based on the peer review, and other services as directed by the District. Facilitation of the Peer Review process may include identifying potential expert reviewers; coordinating the selection process with the District, Camp Pendleton, and the Regional Board; administering the contract with the selected reviewers; and managing the work of the reviewers in a manner not to interfere with the Regional Board's supervision and interaction with the third party peer reviewers. Additional work, if directed, may include analyses required to address issues raised by the peer reviewers regarding study methods and findings, as well as other services as directed by the District.

PROJECT SCHEDULE AND DELIVERABLES

The following milestones define the project schedule.

- 30 days from initiation – Task 1 completed. Submit materials to GSFLOW Model group.
- 60 days – Task 2 completed. GSFLOW model runs completed.
- 90 days – Task 3 completed. Final Technical Memorandum delivered.
- 100 days – Presentation to Regional Board
- Upon direction - Task 4. Facilitation of Peer Review and related services (if directed)

These deliverables will be provided each to RCFCWCD and Camp Pendleton:

(3) hard copies and (1) electronic Draft Technical Memorandum

(3) hard copies and (1) electronic Final Technical Memorandum

PowerPoint presentation and final meeting.

SUMMARY OF COSTS AND FEE SCHEDULE

Stetson's cost for performing the three tasks described in this scope of work is outlined below.

**SUMMARY OF COSTS FOR SOUTHERN RIVERSIDE COUNTY MS4
INVESTIGATION**

| Task | Overall Cost |
|--|---------------------|
| Task 1: Expand SWMM Results to Basin Level | \$11,000 |
| Task 2: Coordinate with GSFLOW Model | \$15,000 |
| Task 3: TM and Project Management | \$23,000 |
| Total Cost | \$49,000 |

The additional cost to RCFCWCD for on-call Task 4 is \$50,000.00 for on-call work performed at the direction of the District. This work would be performed on a time and materials basis. Stetson Engineers' current Rate and Fee Schedule is attached. The subcontractor charge for administering on-call third party peer reviewers is 5%.



STETSON
ENGINEERS INC.

2171 E. Francisco Blvd., Suite K • San Rafael, California 94901

Phone: (415) 457-0701 • FAX: (415) 457-1638 • Web site: www.stetsonengineers.com

Northern California • Southern California • New Mexico • Arizona • Nevada • Colorado

Standard Billing Rate Schedule

Professional Fees

| | | |
|----------------------------------|----------|----------|
| Principal | \$185.00 | Per Hour |
| Special Project Director | \$185.00 | Per Hour |
| Project Manager, Senior | \$173.00 | Per Hour |
| Supervisor I | \$173.00 | Per Hour |
| Supervising Soil Scientist | \$165.00 | Per Hour |
| Supervisor II | \$163.00 | Per Hour |
| Supervisor III | \$155.00 | Per Hour |
| Senior I | \$147.00 | Per Hour |
| Senior II | \$131.00 | Per Hour |
| Senior III | \$121.00 | Per Hour |
| Construction Manager | \$120.00 | Per Hour |
| Construction Manager / Oversight | \$105.00 | Per Hour |
| Senior Construction Inspector | \$105.00 | Per Hour |
| Senior Field Geologist | \$120.00 | Per Hour |
| Senior Associate | \$110.00 | Per Hour |
| Associate I | \$105.00 | Per Hour |
| Associate II | \$100.00 | Per Hour |
| Associate III | \$95.00 | Per Hour |
| Associate Soil Scientist | \$95.00 | Per Hour |
| Senior Assistant | \$92.00 | Per Hour |
| Assistant I | \$89.00 | Per Hour |
| Assistant II | \$84.00 | Per Hour |
| Assistant II Soil Scientist | \$84.00 | Per Hour |
| Assistant III | \$79.00 | Per Hour |
| GIS Manager | \$105.00 | Per Hour |
| GIS Specialist I | \$89.00 | Per Hour |
| GIS Specialist II | \$79.00 | Per Hour |
| Technical Illustrator | \$79.00 | Per Hour |
| AutoCAD Technician | \$79.00 | Per Hour |
| Soil Technician | \$70.00 | Per Hour |
| Aide I | \$68.00 | Per Hour |
| Aide II | \$58.00 | Per Hour |
| Aide III | \$53.00 | Per Hour |
| Project Coordinator I | \$121.00 | Per Hour |
| Project Coordinator II | \$89.00 | Per Hour |
| Project Coordinator III | \$79.00 | Per Hour |
| Contract Management | \$95.00 | Per Hour |
| Administrative I | \$68.00 | Per Hour |
| Administrative II | \$58.00 | Per Hour |
| Administrative III | \$53.00 | Per Hour |

Direct Expense Rates

| Expense Description | Billing Rate |
|--|-----------------|
| Fax (In-House) | \$.30 / sheet |
| CAD (In-House) | \$15.00 / hour |
| GIS Expense (In-House) | \$15.00 / hour |
| Specialty Computer Expense (In-House) | \$5.00 / hour |
| Mileage | \$/ mile |
| Reproduction B & W (In-House) | \$.15 / sheet |
| Reproduction Color 8.5 x 11 (In-House) | \$.89 / sheet |
| Reproduction Color 11 x 17 (In-House) | \$1.89 / sheet |
| Plotter Reproduction (In House) | \$1.50 / sq. ft |
| 4 x 4 Truck w/Drill Rig | \$150.00 / day |
| Survey Equipment | \$120.00 / day |

All other project reimbursable expenses (i.e., telephone, commercial transportation, meals, lodging, postage, outside reproduction, etc.) are billed at cost.

*Mileage is billed at the current IRS approved mileage rate and may be subject to change

Direct Expenses and Subcontractor Charges are subject to a 5% Administration Fee

Note: Testimony fees are 150% of standard rates and apply to depositions, court time and time spent on stand-by at attorney's request. Travel time and preparation time is charged at standard rates. Stetson Engineers Inc. authorizes only staff at associate classification or higher to testify as expert witnesses.