



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

802B

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:

May 25, 2010

SUBJECT: Albert A. Webb Associates
Consulting Services Agreement
Palm Springs MDP Line 43 and Lateral 43-A
Project No. 6-0-00163

RECOMMENDED MOTION:

1. Approve the multi-year Consulting Services Agreement (Agreement) between the District and Albert A. Webb Associates (Consultant); and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

BACKGROUND:

The Agreement sets forth the terms and conditions by which Consultant will provide professional consulting services in support of the District's Palm Springs MDP Line 43 project.

(Continued on Page 2)

KEC:blj

for
WARREN D. WILLIAMS
General Manager-Chief Engineer

IVAN M. CHAND

FINANCIAL DATA

Current F.Y. District Cost:	\$14,400	In Current Year Budget:	YES
Current F.Y. County Cost:	N/A	Budget Adjustment:	NO
Net District Cost:	\$ 337,327	For Fiscal Year:	2009-10, 2010-11

SOURCE OF FUNDS:

524820 25160 947500 - Zone 6, Engineering 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

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

On motion of Supervisor Tavaglione, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: May 25, 2010
xc: Flood

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

Prev. Agn. Ref.:

District: 4th

Agenda Number:

11.2

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE: 5/3/10

FINANCIAL PROJECT REVIEW APPROVED
IVAN M. CHAND, FINANCE DIRECTOR
DATE: 4/27/2010

Policy

Consent

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

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

SUBJECT: Albert A. Webb Associates
Consulting Services Agreement
Palm Springs MDP, Line 43 and Lateral 43-A
Project No. 6-0-00163

SUBMITTAL DATE: May 25, 2010
Page 2

BACKGROUND: (continued)

Board of Supervisors Policy H-7, Section II.A for the Professional Facilities Service selection procedure was used to select the most qualified engineering consultant. Request for Proposal (RFP) documents were released to the public on November 2, 2009. Twelve responses to the RFP were received by the District on December 7, 2009. An appointed selection committee of four District members reviewed the written submitted responses and recommended PACE, Albert A. Webb Associates, and PBS&J as the top three engineering consultant candidates to be interviewed for final selection. Interviews were conducted on February 11, 2010, the interview panel consisted of 2 members of District management and the City Engineer from the City of Cathedral City and Albert A. Webb Associates was the recommended choice. Contract discussions were conducted during March 2010.

County Counsel has approved the Agreement as to legal form and Consultant has executed the Agreement.

FINANCIAL:

Sufficient funding is available in District's Zone 6 budget for FY 2009-2010 and will be included in the proposed budget for FY 2010-2011.

KEC:blj

CONSULTING SERVICES AGREEMENT
PALM SPRINGS MDP LINE 43 AND LATERAL 43-A
PROJECT NO. 6-0-00163

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

1. PROJECT

CONSULTANT shall perform professional engineering services for DISTRICT'S Palm Springs MDP, Line 43 and Lateral 43-A project (Project No. 6-0-00163), hereinafter called "PROJECT", as further described in CONSULTANT'S "Scope of Work" attached hereto as Attachment "A" and made a part hereof.

2. SCOPE OF SERVICES

DISTRICT hereby retains CONSULTANT, as an independent contractor, to perform all technical and professional services including but not limited to expertise, labor, material, equipment, transportation, supervision, and other incidental services to fully and adequately perform and complete in a skillful and professional manner those engineering services set forth in Attachment "A", and CONSULTANT agrees to perform said services within the time limits specified herein.

By entering into this Agreement, CONSULTANT assumes responsible charge of the work pursuant to Section 6703 of the Professional Engineers Act; Chapter 7 of the Business and Professions Code, and shall be wholly responsible for the completeness and accuracy of all data, plans, specifications and estimates prepared pursuant to this Agreement, and shall check all such material accordingly.

1 3. TIME FOR PERFORMANCE

2 CONSULTANT agrees that it will diligently and responsibly pursue the performance of
3 work and services in accordance with the Project Schedule attached hereto as Attachment
4 "C" and made a part hereof.

5 CONSULTANT shall not commence performance of any work or services, for any reason
6 whatsoever, until DISTRICT has provided CONSULTANT with written Notice to
7 Proceed authorizing CONSULTANT to initiate work pursuant to this Agreement.

8 CONSULTANT'S performance under this Agreement shall start on the date the
9 Agreement is executed by DISTRICT'S Board of Supervisors, and end on June 30, 2011.

10 By mutual consent of DISTRICT and CONSULTANT this Agreement may be amended
11 as necessary to extend the term of the agreement. No payment will be made for any work
12 or services performed prior to issuance of said Notice to Proceed.
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15 4. ENGINEERING SERVICES

16 A. Description of Services

17 Engineering services to be performed by CONSULTANT shall consist of: (1)
18 Design Services, including preparation of PROJECT plans, bid items, material
19 quantities, engineer's cost estimate, and specifications necessary to accomplish
20 construction of PROJECT pursuant to a DISTRICT administered public works
21 construction contract; and (2) Special Services, certain ancillary tasks including but
22 not limited to geotechnical investigation, hydraulic design, structural design, utility
23 coordination, traffic control plan, and right of way engineering as described in
24 Attachment "A".
25

26 B. Design Criteria and Standards
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1 All work shall be performed in accordance with DISTRICT standards and any
2 special criteria established by DISTRICT for PROJECT. All deliverables prepared
3 by CONSULTANT pursuant to this Agreement shall be prepared in accordance
4 with current DISTRICT practices, regulations, policies, procedures, manuals and
5 standards. Where applicable, those portions of the work dealing with the redesign
6 and relocation of utilities shall conform to the utility owner's standards. All
7 deliverables shall be subject to review and approval by DISTRICT and the utility
8 owner(s), as applicable.
9

10 Services provided by CONSULTANT under this Agreement shall be performed in a
11 manner consistent with that degree of care and skill ordinarily exercised by
12 members of the same profession currently practicing under similar circumstances.
13

14 C. Control Surveys and Topographic Mapping

15 Unless otherwise specified herein, DISTRICT shall provide primary survey control
16 monuments including both horizontal (California Coordinate System) and vertical
17 control positions and shall perform all right of way surveys and right of way
18 engineering necessary to construct PROJECT.

19 D. Identification/Location of Utilities

20 DISTRICT shall contact known utility providers, request information on the
21 existence of utilities in the vicinity of PROJECT and provide CONSULTANT with
22 any available preliminary information it may obtain concerning the existence of
23 above and below ground utilities that may affect PROJECT'S design and
24 construction.
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26 CONSULTANT shall gather any additional information necessary to make a final
27 determination concerning the location of all utilities that may affect, or be affected
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by construction of PROJECT; and, on the basis of information and documents of record provided to CONSULTANT, properly show, identify and describe the disposition of all utilities that may affect, or be affected by construction of PROJECT on the preliminary and final plans.

E. Utility Relocations

CONSULTANT shall prepare utility relocation plans for utilities that need to be relocated. DISTRICT shall be responsible for accomplishing all utility relocations.

F. Geotechnical Investigations and Analyses

CONSULTANT shall:

- (1) Determine the appropriate types of soil investigations necessary to prepare PROJECT design including locations of any required soil borings. Said geotechnical investigations shall be accomplished during the preparation of the preliminary design report and the 30% design plans; and
- (2) Conduct geotechnical investigations and perform analyses as necessary to determine the adequacy of PROJECT'S geotechnical design parameters including but not limited to determination of appropriate bedding material, sub-drainage requirements, and conditions which may be encountered in excavation and maintaining open cuts in accordance with State safety regulations and requirements during PROJECT construction.

G. Design Discharges

Except as otherwise provided in Attachment "A", DISTRICT shall provide CONSULTANT with the design discharge at upstream end of PROJECT.

1 CONSULTANT shall provide mainline and catch basin hydrology, as necessary, to
2 determine peak design discharges for PROJECT.

3 H. Project Rights of Way

4 To the extent practicable and feasible, CONSULTANT shall design PROJECT to fit
5 within the limits of existing publicly owned rights of way. Where improvements
6 must extend outside of existing publicly owned rights of way, or where temporary
7 construction easements are required, CONSULTANT shall delineate on PROJECT
8 plans, or a separately prepared map, CONSULTANT'S recommended right of way
9 requirements.
10

11 Except as otherwise provided in Attachment "A", DISTRICT shall prepare and file
12 all property surveys and record maps and accomplish all right of way negotiations
13 and acquisitions.
14

15 I. Approval of Plans and Specifications

16 Following DISTRICT'S written approval of PROJECT'S preliminary design report,
17 CONSULTANT shall prepare the final plans and specifications, including a final
18 construction cost estimate and shall submit two (2) complete sets of final plans and
19 specifications to DISTRICT for review and approval.

20 At the time the final plans and specifications are approved by DISTRICT,
21 CONSULTANT shall sign and stamp specifications, digital copies and all original
22 mylar sheets and transfer all PROJECT documentation to DISTRICT.
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24 J. Quality Control

25 CONSULTANT shall implement and maintain quality control procedures
26 throughout all phases of PROJECT plan preparation. CONSULTANT shall
27 demonstrate appropriate quality control procedures during the entire time services
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are being performed under this Agreement. All PROJECT plans, calculations and documentation shall be independently checked, corrected and back-checked, and all pertinent job related correspondence and memoranda shall be bound in appropriate job files. Evidence that the quality control plan is functional shall be provided to DISTRICT. All plans, calculations, documents and other items submitted to DISTRICT for review shall be initialed by CONSULTANT'S project manager, or his designee, as being fully checked and that the preparation of the material followed the quality control plan established for the work.

K. Reproduction

DISTRICT shall be responsible for all document reproduction necessary to advertise PROJECT for bids and administer PROJECT construction. CONSULTANT shall be responsible for all document reproduction necessary to prepare PROJECT submittals for DISTRICT review and approval and any other document reproduction necessary to prosecute the work pursuant to this Agreement or to assist utility companies and/or other public agencies with their review of PROJECT.

5. BIDDING AND CONSTRUCTION PERIODS

Upon DISTRICT'S approval of final plans and specifications, and providing sufficient funds are available, DISTRICT will undertake the timely advertisement of PROJECT for competitive bids and subsequent award of a public works construction contract.

DISTRICT shall be solely responsible for responding to all inquiries from prospective bidders during the bidding period. Additionally, DISTRICT shall be solely responsible for conducting any PROJECT pre-construction meetings and answering all questions that may be raised therein.

1 During the PROJECT bidding and construction periods, CONSULTANT shall provide
 2 office and field assistance as deemed necessary and requested by DISTRICT to
 3 accomplish PROJECT bidding and construction, including but not limited to attending
 4 PROJECT pre-construction meetings, instances where a conflict or lack of clarity may be
 5 present in the PROJECT plans or where conditions encountered during PROJECT
 6 construction are different from those shown or indicated on the plans. DISTRICT
 7 shall be solely responsible for PROJECT contract administration, review of shop
 8 drawings, construction surveys and inspection.
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10 6. COMPENSATION AND PAYMENT

11 CONSULTANT'S compensation and payment shall be for actual services provided in an
 12 amount not to exceed three hundred fifty one thousand, seven hundred twenty seven
 13 dollars (\$351,727). All billings shall be in accordance with CONSULTANT'S "Scope of
 14 Work", attached hereto as Attachment "A", and "Fee Schedule", attached hereto as
 15 Attachment "B" and made a part hereof. CONSULTANT shall invoice DISTRICT for
 16 "Deliverable Items" as shown in Attachment "B" based on a lump sum not to exceed for
 17 each deliverable upon delivery or performance of said items.
 18

19 Upon satisfactory performance of the services as set forth herein, DISTRICT shall make
 20 payment to CONSULTANT within thirty (30) days of receipt of appropriate invoice(s)
 21 from CONSULTANT. CONSULTANT shall keep employee and expense records
 22 according to customary accounting methods and such records shall, upon request, be made
 23 available for inspection by DISTRICT to verify CONSULTANT'S invoices. All invoices
 24 shall itemize charges to conform to the item(s) of work as set forth in Attachment "B".
 25

26 Attached with CONSULTANT'S invoice, CONSULTANT shall submit a Progress Report
 27 indicating the project status in relation to the Project Schedule and an updated project
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1 schedule if required. Failure to submit the Progress Report shall be deemed cause for
2 DISTRICT to withhold payment of CONSULTANT'S invoice.

3 7. SUBCONTRACTING

4 CONSULTANT may, at CONSULTANT'S own expense, employ special consultants to
5 accomplish the work covered by this Agreement; however, except as specifically
6 provided in Attachment "A" or as expressly identified in this Agreement, no portion of
7 the services pertinent to this Agreement shall be subcontracted without prior written
8 approval and authorization by the DISTRICT.

9
10 In the event CONSULTANT subcontracts any portion of CONSULTANT'S duties under
11 this Agreement, CONSULTANT shall require its subcontractors to comply with the
12 terms of this Agreement in the same manner as required of CONSULTANT. The fact
13 that CONSULTANT employs special consultants not in his regular employ shall not
14 relieve CONSULTANT of any responsibility regarding the adequacy of the special
15 consultant's designs or other work performed pursuant to this Agreement.

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17 8. TERMINATION

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

- 19 A. Terminate this Agreement without cause upon providing CONSULTANT thirty
- 20 (30) days written notice stating the extent and effective date of termination; or
- 21 B. Upon five (5) days written notice, terminate this Agreement for CONSULTANT
- 22 default, if CONSULTANT refuses or fails to comply with the provisions of this
- 23 Agreement or fails to make progress so as to endanger performance and does not
- 24 cure such failure within a reasonable period of time. In the event of such
- 25 termination, the DISTRICT may proceed with the work in any manner deemed
- 26 proper to DISTRICT.
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1 In the event DISTRICT issues a Notice of Termination, CONSULTANT shall (i) stop all
2 work under this Agreement on the date specified in the Notice of Termination; and (ii)
3 transfer to DISTRICT and deliver in the manner, and to the extent, if any, as directed by
4 DISTRICT, any equipment, data or reports which, if the Agreement had been completed,
5 would have been required to be furnished to DISTRICT.

6 In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for
7 all services performed in accordance with this Agreement to the date of termination, a
8 total amount which bears the same ratio to the total maximum fee otherwise payable
9 under this Agreement as the services actually bear to the total services necessary for
10 performance of this Agreement. Notwithstanding any of the other provisions of this
11 Agreement, CONSULTANT rights under this Agreement shall terminate (except for fees
12 accrued prior to the date of termination) upon dishonesty, or a willful or material breach
13 of this Agreement by CONSULTANT, or in the event of CONSULTANT'S
14 unwillingness or inability for any reason whatsoever to perform the duties hereunder, or
15 if the Agreement is terminated pursuant to Section 26, hereinafter titled NON-
16 DISCRIMINATION. In such event, CONSULTANT shall not be entitled to any further
17 compensation under this Agreement. The rights and remedies of DISTRICT provided in
18 this section shall not be exclusive and are in addition to any other rights and remedies
19 provided by law or under this Agreement.

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23 9. ERRORS AND OMISSIONS

24 In the event of errors or omissions in the plans, specifications or any work product which
25 result in expense to DISTRICT greater than would have resulted if there were no errors
26 or omissions in the plans, the additional engineering, construction and/or restoration
27 expense shall be borne solely by CONSULTANT.
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10. DISPUTES

- 1
2 A. In the event CONSULTANT considers any work demanded of CONSULTANT to
3 be outside the requirements of this Agreement, or if CONSULTANT considers any
4 order, instruction or decision of DISTRICT to be unfair, CONSULTANT shall
5 promptly, upon receipt of such order, instruction or decision, ask for a written
6 confirmation of the same whereupon CONSULTANT shall proceed without delay
7 to perform the work or to conform to the order, instruction, or decision. However,
8 if CONSULTANT finds such order, instruction or decision unsatisfactory,
9 CONSULTANT shall, within 21 calendar days after receipt of same, file a written
10 protest with DISTRICT stating clearly and in detail its objections and reasons
11 therefor. Except for such protests or objections as are made of record in the manner
12 specified and within the time stated herein, and except for such instances where the
13 basis of a protest could not reasonably have been foreseen by CONSULTANT
14 within the time limit specified for protest, CONSULTANT hereby waives all
15 grounds for protests or objections to orders, instruction, or decisions of DISTRICT
16 and hereby agrees that, as to all matters not included in such protests, the orders,
17 instructions and decisions of DISTRICT will be limited to matters properly falling
18 within DISTRICT'S authority.
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21 B. Any controversy or claim arising out of or relating to this Agreement which cannot
22 be resolved by mutual agreement may be settled by arbitration, provided that the
23 parties hereto mutually agree to submit to arbitration.
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25 C. Neither the pendency of a dispute nor its consideration by arbitration shall excuse
26 CONSULTANT from full and timely performance in accordance with the terms of
27 this Agreement.
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1 11. LICENSES

2 At all times while performing services under this Agreement, CONSULTANT, its
3 employees, agents, contractors and subcontractors shall maintain professional licenses as
4 required by the laws of the State of California, including but not limited to Chapter 7 of
5 the Business and Professions Code (Professional Engineers Act).

6 12. PERMITS AND RIGHTS OF ENTRY

7 DISTRICT shall obtain all rights of entry as may be required to perform the proposed
8 services within and upon privately-owned property. All permits and rights of entry as
9 may be required from any and all affected public entities shall be obtained by
10 CONSULTANT. Sufficient evidence of having obtained such permits and/or rights of
11 entry shall be furnished to DISTRICT by CONSULTANT prior to initiation of any work
12 occurring within public rights of way. CONSULTANT shall prosecute the work in such
13 a manner as to minimize public inconvenience and possible hazard, and shall restore the
14 streets and other work areas to their original condition and former usefulness as soon as
15 practicable. CONSULTANT shall be responsible for the protection of public and private
16 property adjacent to the work and shall exercise due caution to avoid damage to such
17 property.

18 19
20 13. INDEPENDENT CONTRACTOR

21 CONSULTANT and the agents and employees of CONSULTANT, shall act at all times
22 in an independent capacity during the term of this Agreement and in the performance of
23 the services to be rendered hereunder and shall not act as or shall not be and shall not in
24 any manner be considered to be employees or agents of DISTRICT.
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1 14. INSURANCE

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

6 A. Workers' Compensation:

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

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

3 C. Vehicle Liability:

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

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

E. General Insurance Provisions – All Lines:

a. 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 that specific insurer and only for one policy term.

b. The 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 deemed unacceptable to the 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.

c. 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

1 all attachments thereto, showing such insurance is in full force and effect.
2 Further, said Certificate(s) and policies of insurance shall contain the
3 covenant of the insurance carrier(s) that thirty (30) days written notice shall
4 be given to DISTRICT prior to any material modification, cancellation,
5 expiration or reduction in coverage of such insurance. In the event of a
6 material modification, cancellation, expiration or reduction in coverage, this
7 Agreement shall terminate forthwith, unless DISTRICT receives, prior to
8 such effective date, another properly executed original Certificate of
9 Insurance and original copies of Endorsements or certified original policies,
10 including all endorsements and attachments thereto, evidencing coverages set
11 forth herein and the insurance required herein is in full force and effect.
12 *CONSULTANT shall not commence operations until DISTRICT has been*
13 *furnished with original Certificate(s) of Insurance and certified original*
14 *copies of Endorsements and if requested, certified original policies of*
15 *insurance including all endorsements and any and all other attachments as*
16 *required in this Section. An individual authorized by the insurance carrier to*
17 *do so on its behalf shall sign the original endorsements for each policy and*
18 *the Certificate of Insurance.*

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21 d. It is understood and agreed by the parties hereto that CONSULTANT'S
22 insurance shall be construed as primary insurance, and DISTRICT'S
23 insurance and/or deductibles and/or self-insured retentions or self-insured
24 programs shall not be construed as contributory.
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26 e. If, during the term of this Agreement or any extension thereof, there is a
27 material change in the scope of services or there is a material change in the
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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, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages 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.

15. INDEMNIFICATION

CONSULTANT shall indemnify and hold harmless DISTRICT (including its 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 its officers, employees, subcontractors and agents) actual or alleged negligent, reckless or willful misconduct acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including

1 but not limited to: (a) property damage; (b) bodily injury or death; or (c) any other
2 element of any kind or nature whatsoever.

3 CONSULTANT shall defend, at its sole expense, including all costs and fees (including
4 but not limited to attorney fees, cost of investigation, defense and settlements or awards),
5 DISTRICT (its Board of Supervisors, elected and appointed officials, employees, agents
6 and representatives) in any claim, proceeding or action for which indemnification is
7 required.
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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 adjustment,
13 settlement or compromise in no manner whatsoever limits or circumscribes
14 CONSULTANT'S indemnification obligations to DISTRICT.
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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.
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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 Civil Code 2782. Such
25 interpretation shall not relieve the CONSULTANT from indemnifying DISTRICT or the
26 County of Riverside to the fullest extent allowed by law.
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1 16. WORK PRODUCT

2 The plans, designs, estimates, calculations, specifications, computer files, field notes,
3 drawings, reports and other documents furnished in accordance with this Agreement
4 shall meet the criteria for acceptance and be a product of neat appearance, well
5 organized and contents shall be of similar types produced by DISTRICT and applicable
6 utilities.

7
8 Upon completion of all work under this Agreement, ownership and title to all plans,
9 designs, estimates, calculations, specifications, computer files, field notes, drawings,
10 reports and other documents produced as part of this Agreement will automatically be
11 vested in DISTRICT and no further agreement will be necessary to transfer ownership to
12 DISTRICT.

13 17. CONFIDENTIALITY OF DATA

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

21
22
23 CONSULTANT shall not issue any news release or public relations item regarding
24 designated confidential information or CONSULTANT'S work under this Agreement,
25 without prior review of the contents and written approval by DISTRICT.
26
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1 These same requirements shall be applicable to any of CONSULTANT'S subcontractors.
2 CONSULTANT shall include the requirements stated in this section in the agreement
3 with any of its subcontractors.

4 18. TIME EXTENSIONS

5 Any delay in providing PROJECT services required by this Agreement, occasioned by
6 causes beyond the control and not due to the fault or negligence of CONSULTANT,
7 shall be deemed reason for granting an extension of time for the completion of the
8 aforesaid work. If such delay occurs, CONSULTANT shall promptly notify DISTRICT
9 in writing of the cause and of the extent of the delay whereupon DISTRICT shall
10 ascertain the facts and the extent of the delay and grant an extension of time for the
11 completion of the work when, in DISTRICT'S sole judgment, their findings of fact
12 justify such an extension of time.
13

14 19. PREVAILING WAGE

15 All workers shall be paid not less than the general prevailing rate of wages and benefits
16 for work of a similar character in the locality in which the work is performed, as
17 provided in Labor Code Sections 1770 et seq. Pursuant to the Labor Code, DISTRICT
18 has obtained for the Board of Supervisors of the DISTRICT from the Director of the
19 Department of Industrial Relations, State of California, his determinations of general
20 prevailing rates of per diem wages applicable to the work, and for holiday and overtime
21 work, including employer payments for health and welfare, pension, vacation,
22 apprentices and similar purposes for each craft, classification or type of workman
23 needed, as set forth on the schedule which is on file at DISTRICT office, and which will
24 be made available to any interested person upon request.
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1 20. ASSIGNMENT

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

4 21. JURISDICTION/LAW/SEVERABILITY

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

9 Any legal action, in law or in equity related to the performance or interpretation of this
10 Agreement shall be filed only in the Superior Court of the State of California located in
11 Riverside, California, and the parties waive any provision of law providing for a change
12 of venue to another location. Prior to the filing of any legal action, the parties shall be
13 obligated to attend a mediation session with a neutral mediator or try to resolve the
14 dispute.
15

16 22. MODIFICATIONS

17 This Agreement may be amended or modified only by mutual written agreement of the
18 parties. No alteration or variation of the terms of this Agreement will be valid unless
19 made in writing and signed by the parties hereto and no oral understanding or agreement
20 not incorporated herein will be binding on any of the parties hereto.
21

22 23. WAIVER

23 Any waiver by DISTRICT of any breach of any one or more of the terms of this
24 Agreement shall not be construed to be a waiver of any subsequent or other breach of the
25 same or of any other term thereof. Failure on the part of DISTRICT to require exact, full
26 and complete compliance with any terms of this Agreement shall not be construed as in
27
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1 any manner changing the terms hereof, or estopping DISTRICT from enforcement
2 hereof.

3 24. CONFLICT OF INTEREST

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

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19 25. EXTRA WORK

20 CONSULTANT shall not perform extra work beyond the scope of services described in
21 Attachment "A" without the prior written approval of the DISTRICT. Failure to obtain
22 such prior written approval may result in CONSULTANT not receiving any additional
23 payment for such extra work.

24
25 CONSULTANT must immediately identify and notify DISTRICT in writing of any
26 extra work, and propose a revised scope, cost and schedule for PROJECT. DISTRICT'S
27 approval of such extra work shall be in the form of an amendment to this Agreement.
28

1 26. NON-DISCRIMINATION

2 In the performance of the terms of this Agreement, CONSULTANT shall not engage in
3 nor permit others he may employ to engage in discrimination in the employment of
4 persons because of the race, color, national origin or ancestry, religion, physical
5 handicap, disability as defined by the Americans with Disabilities Act (ADA), medical
6 condition, marital status or sex of such persons, in accordance with the provision of
7 California Labor Code Section 1735.
8

9 27. NOTICES

10 Any notices sent or required to be sent to either party shall be mailed to the following
11 addresses:

12 RIVERSIDE COUNTY FLOOD CONTROL	ALBERT A. WEBB ASSOCIATES
13 AND WATER CONSERVATION DISTRICT	3788 McCray Street
14 1995 Market Street	Riverside CA 92506
15 Riverside, CA 92501	Attn: Scott R. Hildebrandt
16 Attn: Engineering Services	

17 28. NON-APPROPRIATION OF FUNDS

18 It is mutually agreed and understood that the obligation(s) of DISTRICT are limited by
19 and contingent upon the availability of DISTRICT funds for the reimbursement of
20 CONSULTANT'S fees. In the event that such funds are not forthcoming for any reason,
21 DISTRICT shall immediately notify CONSULTANT in writing. This Agreement shall be
22 deemed terminated and have no further force and effect immediately on receipt of
23 DISTRICT'S notification by CONSULTANT. In the event of such termination,
24 CONSULTANT shall be entitled to reimbursement of its costs in accordance with Section
25 6 (COMPENSATION AND PAYMENT).

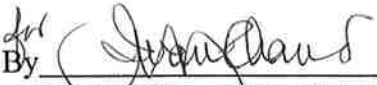
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1 IN WITNESS WHEREOF, the parties hereto have executed this

2 Agreement on MAY 25 2010
3 (to be filled in by Clerk of the Board)

4 By 
5 WARREN D. WILLIAMS
6 General Manager-Chief Engineer

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

7 APPROVED AS TO FORM:

ATTEST:

8 PAMELA J. WALLS
9 County Counsel

KECIA HARPER-IHEM
Clerk of the Board

10 By 
11 NEAL R. KIPNIS
12 Deputy County Counsel


By 
Deputy

(SEAL)

25 Consulting Services Agreement
26 Palm Springs MDP Line 43, Lateral 43-A
27 4/27/2010
28 KEC:blj

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ALBERT A WEBB ASSOCIATES

By 

SCOTT R. HILDEBRANDT
Vice President

Consulting Services Agreement
Palm Springs MDP Line 43, Lateral 43-A
4/27/2010
KEC:blj

ATTACHMENT "A"

Palm Springs MDP Line 43 and Lateral 43-A

Scope of Engineering Services

Lump Sum Items

Task Group 1 – Project Research and Coordination

1. Kick-off Meeting - Coordination and attendance of a kick-off meeting with the District and City. Deliverable – Minutes from Meeting.
2. Utility Research and Conceptual Alignments – Prepare and send initial utility coordination letters to agencies. Prepare a utility data base. Prepare a "Design Standards MOU" for the City and District to Approve. Deliverables - Signed Design MOU, Utility and Conceptual Alignment Technical Memorandum.
3. Project Schedule – Prepare a project design schedule for the City and District. Deliverables – PDF and hard copy of project schedule.
4. Alignment Workshop – Webb will coordinate a workshop with the District and City. Webb will present the results of the Conceptual Alignment Memorandum and work with City and District Staff to select three alternatives to review further in the Preliminary Design Report. Deliverable – Meeting Minutes.

Task Group 2 – Preliminary Design Report

5. Preliminary Design Report – Webb will prepare a preliminary design report that covers the three alternatives selected in the workshop meeting. Webb will prepare preliminary hydrology and hydraulic analysis for each alignment. Each alternative will be reviewed based on utility conflicts, constructability, estimated cost, and disruption to existing businesses. The results of this analysis will be compiled into a Preliminary Design Report. Based upon the results of the analysis, Webb will recommend a preferred alignment. Deliverables: Draft PDF & Final PDR. Webb anticipates a three week review of the Draft PDR by the City and the District. Webb will bill 50% of pay item on deliverable of the draft PDF and the remaining 50% upon approval of the PDF.
6. PDR Workshop – Webb will coordinate a workshop with the City and the District to review the PDR. In this workshop it is anticipated that the City and the District will select a preferred alignment that final design will be based on. Deliverable – Meeting Minutes.

Task Group 3 – 30% Plans Preparation

7. 30% Plans Package - Webb will prepare 30% plans for the preferred alignment. 30% plans will include plan and profile sheets at a scale of 1"=20', vertical and horizontal utility locations, cross sections, hydraulics for main lines, and preliminary right of way requirements with dimensions.

Deliverables – 30% Improvement plans, Draft H&H Study, and statement of probable cost. Webb will bill 50% of pay item on deliverable of the 30% submittal package and the remaining 50% upon receipt of plan check from the District and email authorization to proceed with the 60% plans.

Task Group 4 – 60% Plans Preparation

8. Utility Relocation Plans – Webb and sub consultants will prepare utility relocation plans for utilities that need to be relocated. Deliverable – Utility Relocation Plans to be submitted simultaneously with 60% design plans. Payment will be 50% for initial submittal to utility Agency and 50% for Utility Agency Approval.
9. Final Hydrology and Hydraulic Report- Webb will submit a final copy of the H&H report to the District with the 60% submittal. Deliverable – Final H&H report to be submitted simultaneously with 60% design plans. Payment will be 50% for submittal to the District and 50% for approval of the report by the District.
10. 60% Design Plans – Webb will incorporate all comments from the 30% review into the improvement plans. Webb will also meet with the City and prepare phasing and traffic control plans for the project. Deliverables – 60% Design Plans, including phasing and traffic control. Webb will bill 50% of pay item on deliverable of the 60% submittal package and the remaining 50% upon receipt of plan check from the District and email authorization to proceed with the 90% plans.
11. R/W Linework – Webb will prepare annotated linework for all R/W required by the project to the District. Linework to define centerline and parcel boundaries. Deliverable - Cad file with linework to be submitted simultaneous with 60% design plans.

Task Group 5 – 90% Plans Preparation

12. Structural Design Report – Webb will provide the District with backup calculations for all non-standard structural details. It is anticipated that these calculations will be included as an appendix in the H&H report. – Deliverable – Structural Calculations to be submitted simultaneously with 90% design plans. Payment will be 50% for submittal to the District and 50% for approval by the District.
13. 90% Design Plans – Webb will incorporate all comments from the 60% review into the improvement plans. Deliverable – 90% Design Plans. Webb will bill 50% of pay item on deliverable of the 90% submittal package and the remaining 50% upon receipt of plan check from the District and email authorization to proceed with the final plans.
14. Bid Quantities and Technical Provisions – Bid quantities and technical provisions will be submitted simultaneously with 90% design plans to the District.

Task Group 6 – Final Plans

15. a) Final Plans - Webb will deliver the final plans on Mylar to the District and City for Signature. Deliverables – Mylar Plans, Final Quantities and Bid Schedule.
15. b) Retention Payment – The District will release the 10% retention payment upon their signature of the Mylar Improvement Plans. Should the District discontinue the project or place the project on indefinite hold, the District and Webb Associates will work together in good faith to revise the terms of the release of the retention.

Task Group 7 – Environmental Information Package (Optional)

16. Project Description and Exhibits (optional) –Webb will prepare a project description and environmental exhibits for the project. Deliverables – Project description and exhibits.
17. Biological Resources Description (optional) –Webb will prepare an exhibit that outlines potential biological areas. Included with this submittal will be photographs that document the potential resources. Deliverables – Potential Biological Resources Exhibit and Technical Memorandum.
18. Construction Schedule and Air Quality Model Backup (optional) – Webb will coordinate with local contractors and prepare a realistic construction schedule for the project. Webb will also prepare a list of anticipated construction equipment. This will be submitted to the District for use in preparing an air quality model for the project. Deliverables – Construction Schedule and Air Quality Backup.
19. Engineer’s Statement and Section 18 Map (Optional) – Webb will prepare an engineer’s statement for the project and prepare a Section 18 Map. Deliverables– Engineer’s Statement and Section 18 Map.
20. Environmental Information Package (Optional) - Webb will compile and submit to the District those items called for in the District’s Environmental Information Package checklist. Submittal – Environmental Information Package.

Task Group 10 – Construction Support

26. Bid Support/Pre-Construction Meeting – Webb will assist the District in answering RFIs during the bid process and provide additional bid related support as requested by the District.

Time and Materials Items

Subconsultant Items

Subconsultant task items will not be undertaken without District approval. All subconsultant items will be marked up 15% by Webb Associates and billed directly to the District upon submittal of the associated work items.

Task Group 8 – Subconsultant Work

21. Phase 1 Site Assessment – CHJ will perform a Phase 1 Site Assessment for the three PDR alignments. This assessment will be included as part of the geotechnical report. Submittal – Geotechnical Report with Phase 1 Site Assessment.
21. Geotechnical Borings – Based upon the preliminary alignments provided in the Webb proposal, CHJ will provide nine geotechnical borings along the three PDR alignments. Submittal – Geotechnical Report.
22. Potholes – Saf-R-Dig will pothole underground utilities in identified PDF alignment conflict areas. SAF-R-Dig will only pothole locations recommended by Webb and approved by the District. It is anticipated that there will be approximately 40 pot holes. It is also anticipated that the District Survey Crew will be available to capture vertical and horizontal utility locations. Deliverable – Print out of utility base map with pothole information and Pothole Data Sheets.
23. Dry Utility Relocations – Advance Utility Design will provide coordination for the relocation of dry utilities. Three dry utility relocations have been budgeted for.

Webb T&M Items

Task Group 9 – Project Management

24. Project Coordination Meetings – Webb will coordinate and conduct bi-monthly project coordination meetings with the City and the District. For all meetings Webb will prepare and distribute minutes to the project team. Deliverable – Meeting Minutes.
25. Scope Control/Change Order Management – Throughout the duration of the project Webb will meet with the District to review the project budget, scope and schedule. Refinements to the project scope and budget will be handled as part of this pay item.

Task Group 10- Construction Support

27. Construction Support – Webb will provide construction support as requested by the District.

Task Group 11- Reimbursable Expenses

28. Reimbursable Expenses – reimbursable expenses will include mileage (from the nearer of the two Webb Offices to the project/meeting location), copies, postage, and all other outside services not covered in other phases of the contract.

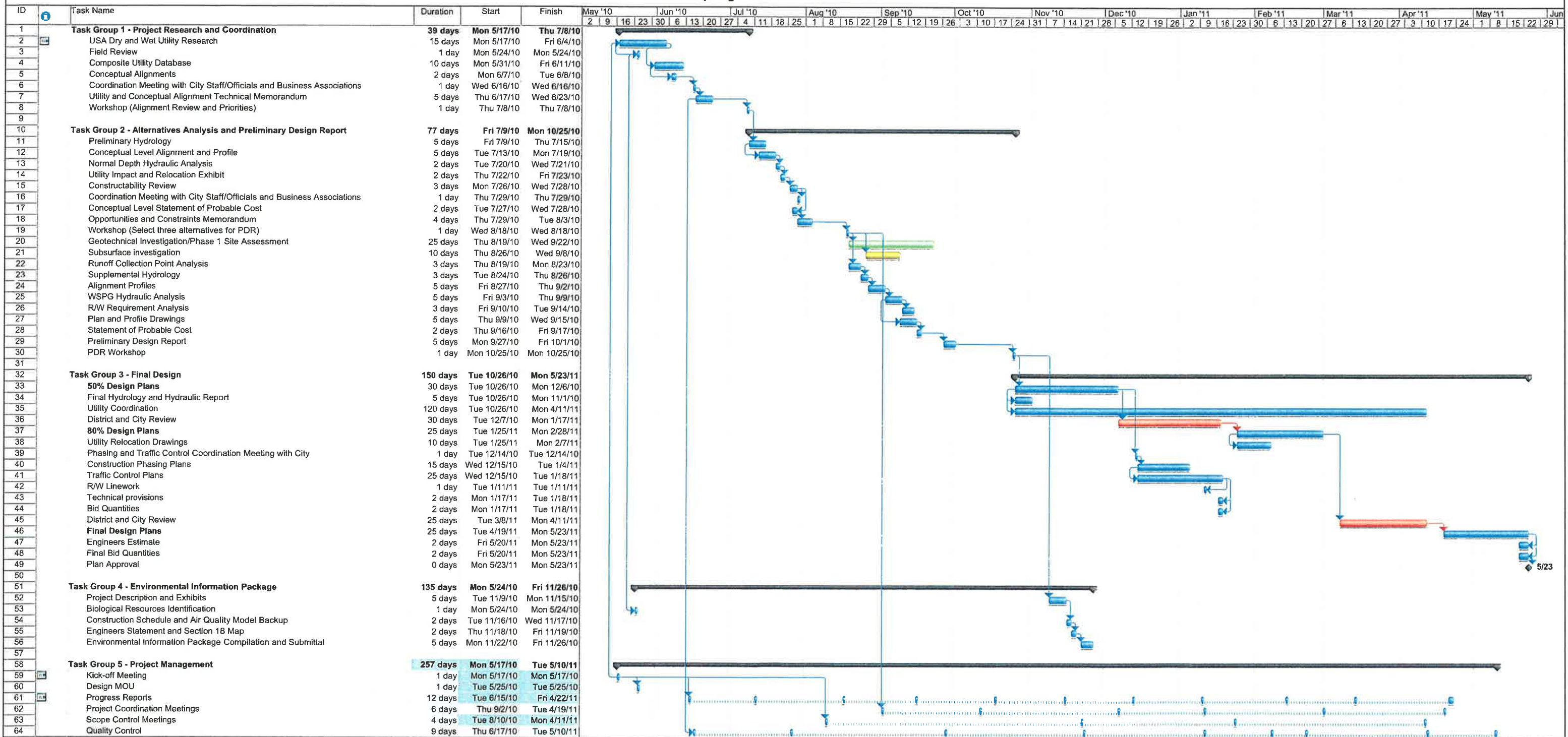
ATTACHMENT "B"

Palm Springs MDP Line 43 and Lateral 43-A

Fee Schedule

Lump Sum w/ Retention		Item Cost	10% Retention	Invoice Amount
1 Kick-off Meeting	\$	3,232.00	\$ 323.20	\$ 2,908.80
2 Utility Research and Conceptual Alignments	\$	13,637.00	\$ 1,363.70	\$ 12,273.30
3 Project Schedule	\$	1,576.00	\$ 157.60	\$ 1,418.40
4 Alignment Workshop	\$	2,405.00	\$ 240.50	\$ 2,164.50
5a Preliminary Design Report (Submittal)	\$	24,039.00	\$ 2,403.90	\$ 21,635.10
5b Preliminary Design Report (Approval)	\$	24,039.00	\$ 2,403.90	\$ 21,635.10
6 PDR Workshop	\$	3,520.00	\$ 352.00	\$ 3,168.00
7a 30% Plans (Submittal)	\$	23,570.00	\$ 2,357.00	\$ 21,213.00
7b 30% Plans (Approval)	\$	23,570.00	\$ 2,357.00	\$ 21,213.00
8a Utility Relocation Plans (Submittal)	\$	7,261.50	\$ 726.15	\$ 6,535.35
8b Utility Relocation Plans (Approval)	\$	7,261.50	\$ 726.15	\$ 6,535.35
9a Final Hydrology and Hydraulic Report (Submittal)	\$	4,053	\$ 405.30	\$ 3,647.70
9b Final Hydrology and Hydraulic Report (Approval)	\$	4,053	\$ 405.30	\$ 3,647.70
10a 60% Design Plans (Submittal)	\$	24,771	\$ 2,477.10	\$ 22,293.90
10b 60% Design Plans (Approval)	\$	24,771	\$ 2,477.10	\$ 22,293.90
11 R/W Linework	\$	1,115	\$ 111.50	\$ 1,003.50
12a Structural Design Report (Submittal)	\$	2,922	\$ 292.20	\$ 2,629.80
12b Structural Design Report (Approval)	\$	2,922	\$ 292.20	\$ 2,629.80
13a 90% Design Plans (Submittal)	\$	8,627	\$ 862.70	\$ 7,764.30
13b 90% Design Plans (Approval)	\$	8,627	\$ 862.70	\$ 7,764.30
14 Bid Quantities and Technical Provisions	\$	5,187	\$ 518.70	\$ 4,668.30
15a Final Plans	\$	18,166	\$ 1,816.60	\$ 16,349.40
15b Retention Payment (When Mylars are Signed)				\$ 23,932.50
Subtotal	\$	239,325.00		\$ 239,325.00
Lump Sum				
16 Project Description and Exhibits (Optional)	\$	3,756.00		\$ 3,756.00
17 Biological Resources Identification (Optional)	\$	792.00		\$ 792.00
18 Construction Schedule and Air Quality Model Backup (Optional)	\$	1,376.00		\$ 1,376.00
19 Engineers Statement and Section 18 Map (Optional)	\$	1,120.00		\$ 1,120.00
20 Environmental Information Package Compilation and Submittal (Optional)	\$	2,976.00		\$ 2,976.00
26 Bid Support/Preconstruction Meeting	\$	2,832.00		\$ 2,832.00
Subtotal	\$	12,852.00		\$ 12,852.00
Time and Materials (Subconsultant)				
		Budget	15% Markup	Total Budget
21 Phase 1 Site Assessment for PDR Alternatives	\$	2,880.00	\$ 432.00	\$ 3,312.00
21 Geotechnical Borings (9)	\$	16,300.00	\$ 2,445.00	\$ 18,745.00
22 40 Potholes	\$	34,780.00	\$ 5,217.00	\$ 39,997.00
23 3 Dry Utility Relocations	\$	8,000.00	\$ 1,200.00	\$ 9,200.00
Subtotal	\$	61,960.00	\$ 9,294.00	\$ 71,254.00
Time and Materials (Webb Associates)				
				Estimated Budget
24 Project Coordination Meetings (6 Meetings)				\$ 10,128.00
25 Scope Control/change order management Meetings (4 Meetings+memos)				\$ 2,808.00
27 Constructin Support				\$ 10,360.00
28 Expenses				\$ 5,000.00
Subtotal				\$ 28,296.00
Total				\$ 351,727.00

Palm Springs MDP Line 43 and Lateral 43-A



Task Progress Summary External Tasks Deadline
 Split Milestone Project Summary External Milestone