

308B



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

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
April 26, 2011

SUBJECT: General Support Services for National Pollutant Discharge Elimination System Consulting Services Agreement

RECOMMENDED MOTION:

- 1) Approve the Sole Source Consulting Services Agreement (Agreement) between the District and URS Corporation (Consultant); and
- 2) Authorize the Chairman to execute the Agreement on behalf of the District.

BACKGROUND:

Continued on page 2

TT:blj

Steve Thomas
for **WARREN D. WILLIAMS**
General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	\$ 80,000	In Current Year Budget:	YES
	Current F.Y. County Cost:	N/A	Budget Adjustment:	NO
	Net District Cost:	N/A	For Fiscal Year:	10-11

SOURCE OF FUNDS:	525440 25180 947540	Whitewater	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	525440 25190 947560	Santa Ana		
	525440 25200 947580	Santa Margarita	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: *Michael R. Shetter*
Michael R. Shetter

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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

Ayes: Buster, Stone, Benoit and Ashley
 Nays: None
 Absent: Tavaglione
 Date: April 26, 2011
 xc: Flood

Kecia Harper-Ihem
 Clerk of the Board
 By: *Kecia Harper-Ihem*
 Deputy

Prev. Agn. Ref.:

District: All

Agenda Number:

11.4

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

FISCAL PROCEDURE REVIEWED BY: N.M. CHAND, FIN. DIRECTOR
 Date: 4/13/11
 Ivan M. Chand

FOR AN APPROVED COUNTY COUNSEL DATE: 4/23/11
 BY: NEAL R. KIPNIS

Departmental Concurrence

- Policy
- Consent

- Dept't Recomm.:
- Per Exec. Ofc.:

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

SUBJECT: General Support Services for National Pollutant Discharge Elimination System
Consulting Services Agreement

SUBMITTAL DATE: April 26, 2011

Page 2

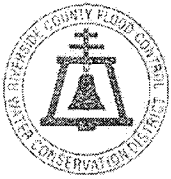
BACKGROUND:

URS Corporation (Consultant) has provided support services for the Riverside County National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit compliance programs and other water quality orders and regulations. The Consultant is uniquely qualified to provide these consulting services due to their involvement in the permit development process, Permittee program development process and general experience with the Riverside County MS4 permit compliance programs. Due to the limitation of the H-7 Policy, the Consultant was selected on a sole source basis to provide continuity for critical compliance support services through the end of the current fiscal year.

The Agreement sets forth the terms and conditions by which Consultant will provide on-call consulting services in support of the NPDES MS4 compliance programs and initiatives.

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

TT:blj



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

Date: April 12, 2011

TO: Board of Supervisors
VIA: Purchasing Agent
FROM: Warren D. Williams, General Manager-Chief Engineer
RE: Sole Source Procurement; Request for URS Corporation to provide On-call Support Services related to NPDES

The below information is provided in support of my Department requesting approval for a sole source.

1. **Supply/Service being requested:** Provide on-call support services related to National Pollutant Discharge Elimination System (NPDES) stormwater and water quality regulatory programs.
2. **Supplier being requested:** URS Corporation.
3. **Alternative suppliers that can or might be able to provide supply/service:** Consultants with engineering and environmental expertise in working with NPDES Municipal Separate Storm Sewer System (MS4) permits in the Santa Ana, San Diego and Colorado River Basin region.
4. **Extent of market search conducted:** See answers #5 and #6.
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** URS Corporation (Consultant) is a prequalified firm under the H-7 Policy and has provided support services for the Riverside County NPDES MS4 permit compliance programs and other water quality orders and regulations. The Consultant is uniquely qualified to provide these consulting services due to their involvement in the permit development process. Permittee program development process and general experience with the Riverside County NPDES MS4 permits.
6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** Due to the limitation of the H-7 Policy, the Consultant was selected to provide continuity for critical regulatory compliance support services through the end of this current fiscal year.
7. **Price Reasonableness:** \$80,000. Yes, it is reasonable. The proposed contract amount is for time and materials to support on-call services related to NPDES storm water program. The time and materials rates are reasonable and commensurate based on similar contracts for similar services that the District has entered into within the last fiscal year. The following table compares the hourly rates for the project managers from RBF and LWA with comparable experience:

Contract Date	Pending	7/29/2010	7/29/2010
Firm	URS	RBF	LWA
Hourly Rate for Project Manager	\$200/hr	\$240/hr	\$225/hr

As can be seen, the hourly rate for the Project Manager, who will be doing the majority of work expected under this on-call contract, is reasonable when compared with his peers. In addition, due to URS's institutional knowledge of the NPDES storm water program, they'll not need to spend any unnecessary time to get familiarize with the program. Rates for other positions are also fairly priced and less than the listed competitors.


April 12, 2011

To: Board of Supervisors
 Via: Purchasing Agent
 From: Warren D. Williams, General Manager-Chief Engineer
 Re: Sole Source Procurement; Request for URS Corporation to provide On-call Support Services related to NPDES

8. Does moving forward on this product or service further obligate the county to future similar contractual arrangements? No.

9. Period of Performance: FY 10/11

10. 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. Date of execution through 6/30/11.


 Department Head Signature

4/12/11
 Date

Purchasing Department Comments:

Approve

Approve with Condition(s)

Disapprove


 Purchasing Agent

4-14-11
 Date

JRH:mc
 P8/136889

CONSULTING SERVICES AGREEMENT

NPDES SUPPORT SERVICES

Fiscal Year 2010-11

1
2 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION
3 DISTRICT, hereinafter called "DISTRICT", and URS CORPORATION, a Nevada corporation,
4 doing business as URS CORPORATION AMERICAS, hereinafter called "CONSULTANT",
5 hereby agree as follows:
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- 7 1. SCOPE - CONSULTANT shall provide on-call NPDES support services as described in
8 Attachment "A" attached hereto and made a part hereof in accordance with applicable
9 Federal, State, and local laws and regulations as requested by DISTRICT.
10
11 2. RETAINER - DISTRICT hereby retains CONSULTANT to furnish tools, equipment,
12 facilities, materials, labor and incidentals necessary to perform in a complete, skillful
13 and professional manner those consulting services described on Attachment "A".

14 CONSULTANT'S services under this Agreement shall be procured in the following manner:

- 15 A. DISTRICT will contact CONSULTANT and request a written proposal regarding
16 the specific task or services to be provided by CONSULTANT.
17
18 B. DISTRICT and CONSULTANT shall discuss CONSULTANT'S proposal and
19 mutually agree on CONSULTANT'S proposed scope of services, personnel and
20 schedule. Following DISTRICT'S approval of CONSULTANT'S proposed scope
21 of services, personnel and schedule, DISTRICT will issue a written Notice to
22 Proceed for the agreed upon services to CONSULTANT.
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24 C. CONSULTANT shall commence performance within five (5) calendar days of
25 DISTRICT'S issuance of a Notice to Proceed.
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3. TERM OF AGREEMENT - The term of this Agreement shall commence on the date it is executed by the DISTRICT'S Board of Supervisors and shall terminate at midnight on June 30, 2011.
 4. COMPENSATION - DISTRICT shall pay CONSULTANT for services satisfactorily performed and expenses incurred in accordance with the standard rates set forth on Attachment "B" attached hereto and made a part hereof. The total amount of compensation paid to CONSULTANT under this Agreement shall not exceed the sum of eighty thousand dollars (\$80,000).
 5. PAYMENT - Payment to CONSULTANT shall be paid by DISTRICT following satisfactory performance of the services as set forth herein and within thirty (30) days after DISTRICT'S receipt of appropriate monthly invoice(s) from CONSULTANT. CONSULTANT shall keep employee and expense records according to customary accounting methods. Upon DISTRICT request, such records shall be available for inspection to verify the invoices of CONSULTANT. All invoices shall itemize charges to conform with the portion(s) of work and rates as set forth on CONSULTANT'S proposal and Attachment "B".
 6. LICENSES - CONSULTANT, its employees, agents, contractors and subcontractors shall maintain professional licenses required by the laws of the State of California at all times while performing services under this Agreement.
 7. SUBCONTRACTS - CONSULTANT may, at CONSULTANT'S own expense, employ special consultants to accomplish the work covered by this Agreement, however, except as specifically provided in Attachment "B" or as expressly identified in this Agreement, no portion of the services pertinent to this Agreement shall be subcontracted without prior written approval and authorization by DISTRICT.

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

8. [THIS SECTION 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: Watershed Protection Section

URS CORPORATION
2020 East First Street, Suite 400
Santa Ana, CA 92705
Attn: Robert Collacott

10. INSURANCE - 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 coverage's during the term of this Agreement:

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 Employers' 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 for all owned, non-owned or hired vehicles so used in an amount not 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. 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,

1 officers, Board of Supervisors, employees, elected or appointed officials, agents or
2 representatives as additional insureds.

3 D. Professional Liability:

4 CONSULTANT shall maintain Professional Liability Insurance providing
5 coverage for CONSULTANT'S performance of work included within this
6 Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and
7 \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability
8 Insurance is written on a claims made basis rather than an occurrence basis, such
9 insurance shall continue through the term of this Agreement and CONSULTANT
10 shall purchase at his sole expense either 1) an Extended Reporting Endorsement
11 (also known as Tail Coverage) or; 2) Prior Dates Coverage from a new insurer
12 with a retroactive date back to the date of, or prior to, the inception of this
13 Agreement or; 3) demonstrate through Certificates of Insurance that
14 CONSULTANT has maintained continuous coverage with the same or original
15 insurer. Coverage provided under items; 1), 2) or 3) will continue as long as the
16 law allows.
17

18 E. General Insurance Provisions – All Lines:

- 19 a. Any insurance carrier providing insurance coverage hereunder shall be
20 admitted to the State of California and have an A.M. BEST rating of not less
21 than an A: VIII (A: 8) unless such requirements are waived, in writing, by the
22 County Risk Manager. If the County's Risk Manager waives a requirement
23 for a particular insurer such waiver is only valid for that specific insurer and
24 only for one policy term.
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- b. 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's 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 either 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 such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of Endorsements or certified

1 original policies, including all endorsements and attachments thereto,
2 evidencing coverages set forth herein and the insurance required herein is in
3 full force and effect. *CONSULTANT shall not commence operations until*
4 *DISTRICT has been furnished with original Certificate(s) of Insurance and*
5 *certified original copies of Endorsements and if requested, certified original*
6 *policies of insurance including all endorsements and any and all other*
7 *attachments as required in this Section. An individual authorized by the*
8 *insurance carrier to do so on its behalf shall sign the original endorsements*
9 *for each policy and the Certificate of Insurance.*

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

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

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

With respect to any of CONSULTANT'S indemnification requirements, CONSULTANT shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such claim, proceeding or

1 action without the prior consent of DISTRICT; provided, however, that such adjustment,
2 settlement or compromise in no manner whatsoever limits or circumscribes
3 CONSULTANT'S indemnification obligations to DISTRICT.

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

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

10 In the event there is conflict between this section and California Civil Code Section
11 2782, this section shall be interpreted to comply with California Civil Code 2782. Such
12 interpretation shall not relieve the CONSULTANT from indemnifying DISTRICT or the
13 County of Riverside to the fullest extent allowed by law. The obligations reflected in
14 this Section shall survive the discharge or other termination of this Agreement.

- 15
16 12. WORK PRODUCT - CONSULTANT shall provide DISTRICT with all data, materials,
17 drawings, logs and reports as set forth in CONSULTANT'S proposal and/or
18 Attachement "A". All work products or deliverables furnished under this agreement
19 shall be and remain the sole property of DISTRICT. CONSULTANT shall not publish
20 or transfer any material produced or resulting from activities supported by this
21 Agreement without the written consent of the General Manager-Chief Engineer. If any
22 such material is subject to copyright or trademark, the parties agree that the right to any
23 and all copyright and/or trademark in and to the material is expressly reserved to
24 DISTRICT. If any such material is copyrighted, the parties hereto understand and agree
25 that DISTRICT reserves a royalty-free, non-exclusive, and irrevocable license to
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1 reproduce, publish, and use such material, in whole or in part, and to authorize others to
2 do so, provided written credit is given the author.

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

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

12 These same requirements shall be applicable to any of CONSULTANT'S subcontractors.

13 CONSULTANT shall include the requirements stated in this section in the agreement
14 with any of its subcontractors.

- 15 14. TERMINATION - At any time during the term of this Agreement, DISTRICT may:
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17 a. Terminate this Agreement without cause upon providing CONSULTANT thirty
18 (30) days written notice stating the extent and effective date of termination; or
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20 b. Upon five (5) days written notice, terminate this Agreement for CONSULTANT
21 default, if CONSULTANT refuses or fails to comply with the provisions of this
22 Agreement or fails to make progress so as to endanger performance and does not
23 cure such failure within a reasonable period of time. In the event of such
24 termination, the DISTRICT may proceed with the work in any manner deemed
25 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 21, (hereinafter titled NON-
16 DISCRIMINATION). In such event, CONSULTANT shall not be entitled to any
17 further compensation under this Agreement. The rights and remedies of DISTRICT
18 provided in this section shall not be exclusive and are in addition to any other rights and
19 remedies provided by law or under this Agreement.

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

24 16. CONFLICT OF INTEREST - CONSULTANT covenants that it presently has no
25 interest, including but not limited to, other projects or independent contracts, and shall
26 not acquire any such interest, direct or indirect, which would conflict in any manner or
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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. [THIS SECTION INTENTIONALLY LEFT BLANK]

18. 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.

19. 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.

20. 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.

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21. 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.

22. NON-APPROPRIATION OF FUNDS -- It is mutually agreed and understood that the obligations 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 payment for work already performed in accordance with this Agreement.

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

APR 26 2011

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By Steve Thomas
WARREN D. WILLIAMS
General Manager-Chief Engineer

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

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By Neal R. Kipnis
NEAL R. KIPNIS
Deputy County Counsel

By Kareungita
Deputy

(SEAL)

URS CORPORATION

By William Manker
WILLIAM MANKER
Vice President

Consulting Services Agreement - URS On-Call NPDES - FY 2010-2011
3/17/11
TT:blj

**General Consulting and Technical Support for Riverside County
Stormwater & Other Water Quality Regulatory Programs
Assignments in Progress**

BACKGROUND – REGULATORY CONDITIONS

Riverside County is unique in California as it is regulated by three Regional Water Quality Control Boards (Regional Boards)—Santa Ana, San Diego, and Colorado River Basin. Each of these Regional Boards has issued a National Pollutant Discharge Elimination System (NPDES) municipal separate storm sewer system (MS4) permit for the urbanized area under their jurisdiction. The requirements of each of the MS4 permits differ to reflect the water quality conditions unique to the area covered. Also, the administrative schedules for these MS4 permits are not coordinated. As a result, the DISTRICT is faced with managing three compliance programs that have different requirements and compete for available resources to meet MS4 permit deadlines. Additionally, as dischargers of stormwater to receiving waters that have been identified as impaired under Clean Water Act § 303(d), the MS4 permittees in Riverside County must also address proposed Total Maximum Daily Loads (TMDLs), TMDL implementation plans, and water quality monitoring associated with TMDLs. More recently, the DISTRICT has focused substantial resources in response to its own Notice of Violation (NOV) from a Regional Board and in support of other County of Riverside organizational units responding to NOVs from Regional Boards.

SCOPE OF SERVICES

URS will continue to provide as-needed general consulting and technical support to the DISTRICT related to the stormwater and water quality regulatory programs and initiatives. The work assignments will be defined and authorized by the DISTRICT on an as-needed basis. Requested support may continue to include, but not limited to:

- Preparation for, and participation in, meetings with the MS4 Permittees, regulatory agencies, representatives of other areawide MS4 programs, or joint powers authorities, stakeholder groups, etc.
- Identification, development, and/or assessment of alternative approaches to stormwater program components necessary for compliance.
- Review and comment on documents or correspondence from the Regional Boards, State Water Resources Control Board, or other third parties.
- Preparation, coordination, or third-party review of Annual Reports.
- Review and comment on federal and state regulatory initiatives, including:
 - Update and implementation of the Industrial General Permit
 - Update and implementation of the Construction General Permit

- Update of other General Permits (e.g., de minimus, groundwater, etc.) by the State Water Resources Control Board or Regional Boards
- Proposed revision of federal regulations
- Support in addressing proposed TMDLs and TMDL implementation plans.
- Support in responding to California Water Code §13267 technical reports, NOVs, Administrative Civil Liabilities, and other enforcement actions.
- Other regulatory, planning and technical support as directed.

Specifically, the DISTRICT and Riverside County MS4 permittees face a series of water quality regulatory compliance activities for Fiscal Year (FY) 2010/2011 including, but not limited to:

- Revision of compliance plans and programs to comply with the 2010 Santa Ana River Region MS4 permit
- Development of a work plan and revision of compliance plans and programs to comply with the 2010 Santa Margarita Region MS4 permit
- Response to proposed TMDLs and implementation of adopted TMDLs
- Potential requirements to respond to California Water Code §13267 technical reports, NOVs, and Administrative Civil Liability actions
- Addressing other proposed federal state water quality regulatory initiatives.

The DISTRICT intends to continue to seek to limit increases in compliance costs for both the countywide stormwater program activities it administers as a Principal Permittee and the Permittees' compliance programs by building on existing programs and activities and promoting program consistency between the three MS4 permit areas.

BUDGET ESTIMATE

General consulting and technical support services will be performed on a Time and Materials Not-to-Exceed \$80,000. Compensation will be based upon the URS Schedule of Fees and Charges dated November 2010, which is included as Attachment B.

URS

**Schedule of Fees and Charges
for
RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT
November 2010**

This Schedule of Fees and Charges will be adjusted annually on July 1 of each subsequent year to reflect merit and economic salary increases, and changes in the expected level and mode of operations.

The basis of adjustment will not exceed the Consumer Price Index - All Urban Consumers for the Los Angeles-Riverside-Orange County, California or 5% (five percent), whichever is less.

The new Schedule of Fees and Charges will apply to existing and new assignments.

PERSONNEL CHARGES

The charge for all time required in the performance of the Scope of Service, including office, field and travel time, will be at the Unit Price Hourly rates set forth below for the labor classifications indicated.

<u>Labor Classification</u>	<u>Hourly Rate</u>
Engineer, Geologist, Scientist	\$ 95
Senior Engineer, Geologist, Scientist	\$ 115
GIS/Database Designer	\$ 125
Project Engineer, Geologist, Scientist	\$ 135
Senior Project Engineer, Geologist, Scientist	\$ 155
Principal Engineer, Geologist, Scientist	\$ 200
Clerical	\$ 65
Word Processor	\$ 70
Field Technician	\$ 80
Drafter/Illustrator	\$ 80
Senior Drafter/Illustrator	\$ 90
Project Administrator	\$ 90
Senior Field Technician	\$ 95

When URS staff appear as expert witnesses at court trials, mediation, arbitration hearings and depositions, their time will be charged at 2.0 times the standard rate. All time spent preparing for such trials, hearings and depositions, will be charged at the standard labor rate.

OTHER PROJECT CHARGES

Subcontractors and Equipment Rental

The cost of services subcontracted by URS to others and other costs incurred by URS will be charged at cost plus 5%.

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Vehicles and Mileage

URS field vehicles (pick-ups, vans, trucks, etc.) used on project assignments will be charged at \$80.00 per day. Rental vehicles including fuel will be charged at cost plus 5%. The mileage charge for personal autos will be the then current mileage rate established by the Internal Revenue Service.

This fee schedule contains confidential business information and is not to be copied or distributed for any purpose other than the use intended in this contract.