

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

807B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:

June 7, 2011

SUBJECT: Moreno Master Drainage Plan Update
Project No. 4-0-00828
Consulting Services Agreement (FY 2010 – 2011, 2011 – 2012)

RECOMMENDED MOTION:

1. Approve the Consulting Services Agreement between the District and Albert A. Webb Associates;
2. Authorize the Chairman to execute the Agreement documents on behalf of the District; and
3. Authorize the District's General Manager-Chief Engineer to extend the Agreement for an additional fiscal year.

BACKGROUND:

The Agreement sets forth the terms and conditions by which Albert A. Webb Associates shall perform consulting services for the District's Moreno Master Drainage Plan (MDR).

Continued on Page 2

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	\$100,000	In Current Year Budget:	Yes
	Current F.Y. County Cost:	N/A	Budget Adjustment:	No
	Annual Net District Cost:	\$200,000	For Fiscal Year:	FY 10-11, 11-12

SOURCE OF FUNDS: 25140-947460-525440 Zone 4 Professional Services	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY:
Michael R. Shetler

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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

Ayes: Buster, Stone and Ashley
Nays: None
Absent: Tavaglione and Benoit
Date: June 7, 2011

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: District: 5th Agenda Number: **11.3**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

11.3
Master_P8183282

FISCAL PROCEDURES APPROVED
NAN M. CHAND, FINANCE DIRECTOR
BY:
NANNE NEV-HAWKINS

FORM APPROVED COUNTY COUNSEL
DATE: 6/15/11
BY: NEAL R. KIPNIS

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

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

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SUBMITTAL DATE: June 7, 2011
Page 2

The District has updated the Moreno MDP to include newly planned facilities. The District prepared and sent a Request for Proposal (RFP) to known vendors. All qualifying bids were evaluated based on pre-established criteria. Albert A. Webb Associates was selected as the most qualified consultant after evaluation of all of the proposals submitted for consideration in the RFP process. The services being performed under this Agreement are needed to comply with the California Environmental Quality Act.

County Counsel has approved the Agreement as to legal form and Albert A. Webb Associates has executed the Agreement.

FINANCIAL:

Sufficient funding is available in the District's Zone 4 budget for FY 2010-2011 and will be included in the proposed budget for FY 2011-2012.

P8\137404

CLC:seb

CONSULTING SERVICES AGREEMENT

Moreno Master Drainage Plan Update
Project No. 4-0-6-00828
Environmental Services

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

1. PROJECT - CONSULTANT shall provide environmental consulting services for the preparation of a legally adequate, first tier, Environmental Impact Report (EIR) for the DISTRICT'S Moreno Master Drainage Plan (MDP) Update, hereinafter called "PROJECT", as further described in CONSULTANT'S "Scope of Work", attached hereto as Attachment "A" and made a part hereof, pursuant to the California Environmental Quality Act (CEQA).
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 consulting services set forth in Attachment "A", and CONSULTANT agrees to perform said services within the time limits specified herein. CONSULTANT shall not perform any additional work, including any Optional Tasks, except as directed by DISTRICT in writing.

By entering into this Agreement, CONSULTANT assumes responsible charge of the work as applicable pursuant to Section 6703 of the Professional Engineers Act and Section 7805 of the Geologist and Geophysicist Act; Chapter 7 (commencing with Section 6700) and Chapter 12.5 (commencing with Section 7800), respectively, of

1 Division 3 of the Business and Professions Code, and shall be wholly responsible for
2 the completeness and accuracy of all technical studies and reports prepared pursuant to
3 this Agreement, and shall check all such material accordingly.

- 4
5 3. TIME FOR PERFORMANCE – CONSULTANT agrees that it will diligently and
6 responsibly pursue the performance of work and services in accordance with the
7 Preliminary Project Schedule attached hereto as Attachment "B" and made a part
8 hereof.

9 CONSULTANT shall not commence performance of any work or services, for any
10 reason whatsoever, until DISTRICT has provided CONSULTANT with written Notice
11 to Proceed authorizing CONSULTANT to initiate work pursuant to this Agreement.
12 CONSULTANT'S performance under this Agreement shall commence on the date the
13 Agreement is executed by DISTRICT'S Board of Supervisors and shall terminate at
14 midnight on June 30, 2012 with option for one (1) additional one-year extension. Prior
15 to the termination date of this Agreement, this Agreement may be extended for an
16 additional fiscal year by mutual written consent of DISTRICT and CONSULTANT.
17

- 18 4. COMPENSATION - DISTRICT shall pay CONSULTANT for actual services
19 satisfactorily performed and expenses incurred in accordance with Attachment "A" and
20 "Payment Schedule", as set forth on Attachment "C" attached hereto and made a part
21 hereof. The total amount paid to CONSULTANT under this Agreement and any
22 extension thereof, shall not exceed a total sum of three hundred thousand dollars
23 (\$300,000).
24

- 25 5. PAYMENT – CONSULTANT shall invoice DISTRICT for Tasks 1 through 10, as
26 identified in Attachment "C", Upon satisfactory performance of CONSULTANT'S
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1 services as set forth herein, DISTRICT shall pay CONSULTANT within thirty (30)
2 days after DISTRICT'S receipt of CONSULTANT'S appropriate monthly invoices.
3 CONSULTANT shall keep employee and expense records according to customary
4 accounting methods and such records shall, upon request, be available for inspection by
5 DISTRICT to verify the invoices of CONSULTANT. All invoices shall itemize
6 charges to conform with the tasks, schedules, deliverables and estimated costs as set
7 forth in the CONSULTANT'S proposal and Attachment "C".
8

9 The retention payment shall be due and payable only upon satisfactory performance of
10 all tasks as set forth herein. The DISTRICT, upon satisfactory performance of all tasks,
11 shall make the final retention payment to CONSULTANT within thirty (30) days after
12 receipt of appropriate invoice from CONSULTANT.
13

14 6. LICENSES – CONSULTANT, its employees, agents, contractors and subcontractors
15 shall maintain professional licenses and permits required by the laws of the State of
16 California at all times while performing services under this Agreement.

17 7. SUBCONTRACTS – Except as noted in Attachment "A", CONSULTANT shall
18 perform the services described herein using the resources customarily available within
19 the firm. No other portion of the services performed under this Agreement shall be
20 subcontracted without prior written authorization by DISTRICT.
21

22 In the event CONSULTANT subcontracts any portion of CONSULTANT'S duties
23 under this Agreement, CONSULTANT shall require its subcontractors to comply with
24 all of the provisions of this Agreement in the same manner as required of
25 CONSULTANT.
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8. PERMITS AND RIGHTS OF ENTRY - DISTRICT shall obtain all rights of entry as may be required to allow CONSULTANT to perform the proposed consulting services within and upon privately-owned property. All permits and rights of entry as may be required from any and all affected public entities shall be obtained by CONSULTANT. Sufficient evidence of having obtained such permits and/or rights of entry shall be furnished to DISTRICT by CONSULTANT, prior to initiation of work. CONSULTANT will prosecute the work in such a manner as to minimize public inconvenience and possible hazard, and will restore the streets and other work areas to their original condition and former usefulness as soon as practicable. CONSULTANT shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.

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: Environmental Regulatory Services Section	ALBERT A. WEBB ASSOC. 3788 McCray Street Riverside, CA 92506 Attn: Cheryl DeGano
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10. INSURANCE - *CONSULTANT shall not commence operations until DISTRICT has been furnished with original Certificate(s) of Insurance and certified original copies of Endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

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

5
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
12 to waive subrogation in favor of DISTRICT and, if applicable, to provide a
13 Borrowed Servant/Alternate Employer Endorsement.
14

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
20 of its obligations hereunder. Policy shall name the Riverside County Flood
21 Control and Water Conservation District, the County of Riverside, its agencies,
22 districts, special districts, and departments, their respective directors, officers,
23 Board of Supervisors, employees, elected and appointed officials, agents or
24 representatives as additional insureds. Policy's limit of liability shall not be less
25 than \$1,000,000 per occurrence combined single limit. If such insurance contains
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1 a general aggregate limit, it shall apply separately to this Agreement or be no less
2 than two (2) times the occurrence limit.

3 C. Vehicle Liability:

4 If vehicles or mobile equipment are used in the performance of the obligations
5 under this Agreement, then CONSULTANT shall maintain liability insurance for
6 all owned, non-owned or hired vehicles so used in an amount not less than
7 \$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
13 or representatives as additional insureds.

14 D. Professional Liability:

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

5
6 E. General Insurance Provisions – All Lines:

- 7 a. Any insurance carrier providing insurance coverage hereunder shall be
8 admitted to the State of California and have an A.M. BEST rating of not less
9 than an A: VIII (A: 8) unless such requirements are waived, in writing, by
10 the County Risk Manager. If the County Risk Manager waives a
11 requirement for a particular insurer such waiver is only valid for that specific
12 insurer and only for one policy term.
- 13
14 b. CONSULTANT must declare its insurance self-insured retention for each
15 coverage required herein. If any such self-insured retention exceeds
16 \$500,000 per occurrence each such retention shall have the prior written
17 consent of the County Risk Manager before the commencement of
18 operations under this Agreement. Upon notification of self-insured retention
19 deemed unacceptable to the DISTRICT, and at the election of the County
20 Risk Manager, CONSULTANT'S carriers shall either: 1) reduce or eliminate
21 such self-insured retention with respect to this Agreement with DISTRICT,
22 or 2) procure a bond which guarantees payment of losses and related
23 investigations, claims administration, and defense costs and expenses.
- 24
25 c. CONSULTANT shall cause their insurance carrier(s) to furnish DISTRICT
26 with 1) a properly executed original Certificate(s) of Insurance and certified
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1 original copies of Endorsements effecting coverage as required herein; and
2 2) if requested to do so orally or in writing by the County Risk Manager,
3 provide original certified copies of policies including all Endorsements and
4 all attachments thereto, showing such insurance is in full force and effect.
5 Further, said Certificate(s) and policies of insurance shall contain the
6 covenant of the insurance carrier(s) that thirty (30) days written notice shall
7 be given to DISTRICT prior to any material modification, cancellation,
8 expiration or reduction in coverage of such insurance. In the event of a
9 material modification, cancellation, expiration or reduction in coverage, this
10 Agreement shall terminate forthwith, unless DISTRICT receives, prior to
11 such effective date, another properly executed original Certificate of
12 Insurance and original copies of Endorsements or certified original policies,
13 including all endorsements and attachments thereto, evidencing coverages
14 set forth herein and the insurance required herein is in full force and effect.

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

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

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

11 h. CONSULTANT agrees to notify DISTRICT of any claim by a third party or
12 any incident or event that may give rise to a claim arising from the
13 performance of this Agreement.
14

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

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

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

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

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

18 In the event there is conflict between this section and California Civil Code Section
19 2782, this section shall be interpreted to comply with Civil Code 2782. Such
20 interpretation shall not relieve CONSULTANT from indemnifying DISTRICT or the
21 County of Riverside to the fullest extent allowed by law.
22

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

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

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

21 These same requirements shall be applicable to any of CONSULTANT'S
22 subcontractors. CONSULTANT shall include the requirements stated in this section in
23 the Agreement with any of its subcontractors.

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

25 A. Terminate this Agreement without cause upon providing CONSULTANT thirty
26 (30) days written notice stating the extent and effective date of termination; or
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1 B. Upon five (5) days written notice, terminate this Agreement for CONSULTANT
2 default, if CONSULTANT refuses or fails to comply with the provisions of this
3 Agreement or fails to make progress so as to endanger performance and does not
4 cure such failure within a reasonable period of time. In the event of such
5 termination, the DISTRICT may proceed with the work in a manner deemed proper
6 to DISTRICT.
7

8 In the event DISTRICT issues a Notice of Termination, CONSULTANT shall: i)
9 stop all work under this Agreement on the date specified in the Notice of
10 Termination; and ii) transfer to DISTRICT and deliver in the manner, and to the
11 extent, if any, as directed by DISTRICT, any equipment, data or reports which, if
12 the Agreement had been completed, would have been required to be furnished to
13 DISTRICT.
14

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

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

8 16. CONFLICT OF INTEREST – CONSULTANT covenants that it presently has no
9 interest, including but not limited to, other projects or independent contracts, and shall
10 not acquire any such interest, direct or indirect, which would conflict in any manner or
11 degree with the performance of services required to be performed under this
12 Agreement. CONSULTANT further covenants that in the performance of this
13 Agreement, no person having any such interest shall be employed or retained by it
14 under this Agreement.

15
16 17. [THIS SECTION INTENTIONALLY LEFT BLANK]

17 18. INDEPENDENT CONTRACTOR – CONSULTANT and the agents and employees of
18 CONSULTANT shall act at all times in an independent capacity during the term of this
19 Agreement and in the performance of the services to be rendered hereunder and shall
20 not act as or shall not be and shall not in any manner be considered employees or agents
21 of DISTRICT.

22
23 19. JURISDICTION/LAW/SEVERABILITY – This Agreement is to be construed in
24 accordance with the laws of the State of California. If any provision of this Agreement
25 is held by a court of competent jurisdiction to be invalid, void or unenforceable, the
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1 remaining provisions shall be declared severable and shall be given full force and effect
2 to the extent possible.

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

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

17 21. NON-DISCRIMINATION - In the performance of the terms of this Agreement,
18 CONSULTANT shall not engage in nor permit others he may employ to engage in
19 discrimination in the employment of persons because of the race, color, national origin
20 or ancestry, religion, physical handicap, disability as defined by the Americans with
21 Disabilities Act (ADA), medical condition, marital status or sex of such persons, in
22 accordance with the provision of California Labor Code Section 1735.
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24 22. NON-APPROPRIATION OF FUNDS – It is mutually agreed and understood that the
25 obligation(s) of DISTRICT are limited by and contingent upon the availability of
26 DISTRICT funds for the reimbursement of CONSULTANT'S fees. In the event that
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such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONSULTANT in writing. This Agreement shall be deemed terminated and have no further force and effect immediately on receipt of DISTRICT'S notification by CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to reimbursement of its costs in accordance with Sections 4 and 5 (COMPENSATION and PAYMENT).

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

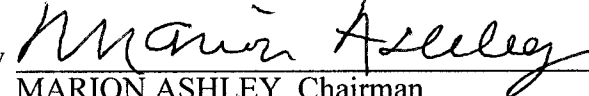
JUN 07 2011

(to be filled in by Clerk of the Board)

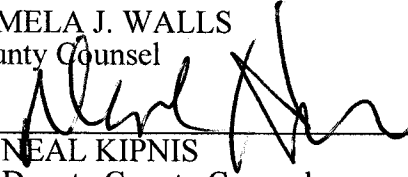
**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

RECOMMENDED FOR APPROVAL:


By 
WARREN D. WILLIAMS
General Manager-Chief Engineer

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

APPROVED AS TO FORM:

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

ATTEST:

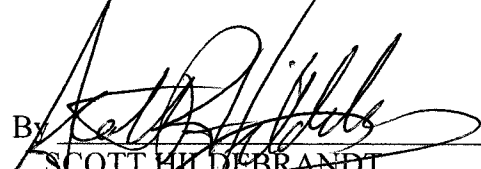
KECIA HARPER-IHEM
Clerk of the Board
By 
Deputy

(SEAL)

Consulting Services Agreement
Moreno MDP Update
3/28/11
TT:CLC:

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ALBERT A. WEBB ASSOCIATES

By 
SCOTT HILDEBRANDT
Vice President

Consulting Services Agreement
Moreno MDP Update
3/28/11
TT:CLC:seb

Most of the linear MDP facilities will be within or adjacent to existing streets and as such will have minimal direct impacts. As debris and water quality basins have a larger footprint and are located in undeveloped areas they will have a greater impact. MDP facilities are designed in response to existing and planned growth, however because they are considered to remove an impediment to growth they are by definition growth inducing so the EIR will discuss direct and indirect impacts associated with this issue. The EIR will tier from the County and Moreno Valley General Plan EIRs for indirect and cumulative impacts associated with growth inducement.

MDP facilities are designed in response to existing and planned growth, however because they are considered to remove an impediment to growth they are by definition growth inducing.

Communication among the project team meetings is critical to successful collaboration. Our approach includes bi-monthly team meetings to facilitate active engagement of all parties through all phases of the EIR. WEBB will utilize these meetings to provide the District and City with project progress, discuss and strategize critical issues, solicit District and City input on needed items, all of which will drive the project forward. WEBB will prepare and distribute meeting minutes to the project team within one week (5 working days) of each meeting.

Our approach includes bi-monthly team meetings to facilitate active engagement of all parties through all phases of the EIR.

■ Scope of Work

To support the Riverside County Flood Control and Water Conservation District (District) in preparation and adoption of the revision to the Moreno Master Drainage Plan (MDP), WEBB will provide professional consulting services to assist the District in compliance with the provisions of the California Environmental Quality Act (CEQA) (California Code of Regulations §15000 et seq.). To this end, WEBB has a team of multi-disciplinary professionals with the expertise needed to successfully complete the CEQA process commencing with the Notice of Preparation (NOP) to the Notice of Determination (NOD), with the outcome being a legally adequate "First Tier" Environmental Impact Report (EIR) for the revisions to the Moreno MDP. The EIR will be used by the District, as CEQA Lead Agency, and by the City of Moreno Valley (City) as a Responsible Agency, to fulfill their CEQA requirements prior to adoption of the Moreno MDP revisions. WEBB's scope of services is designed to provide a high level of professional and technical support to the District and includes the following tasks.

TASK 1. Project Kick-Off Meeting and Project Management Plan (PMP)

Subtask 1A – Kick-Off Meeting

WEBB's Project Team will participate in a kick-off meeting with District and City staff to initiate the process for preparation of the MDP CEQA document. The objectives of this meeting include:

- Identify the preferred alternative, which will be the "Project" for the EIR;
- Identify critical success factors and key issues;
- Initiation of the technical studies (Task 2);
- Establish points of contact lines and preferred methods of communication between WEBB, the District, and the City;
- Discuss document submittal and distribution; and
- Review the project schedule; and discuss review periods and key milestones.

Subtask 1B – Project Management Plan

The information from the kick-off meeting with respect to critical success factors, lines of communication, document submittal, and the project schedule, will be documented in a Project Management Plan (PMP). WEBB will prepare an agenda prior to the kick-off meeting and minutes identifying action items after the kick-off meeting.

Task 1 Deliverables

- Kick-off meeting minutes
- Project Schedule
- Project Management Plan

TASK 2. Plan, Coordinate, and Participate in Initial Public Scoping**Subtask 2A – Public Scoping Meeting**

WEBB will support the District staff in conducting an initial Public Scoping Meeting. The meeting shall be conducted at the District's offices or at an alternative location within the MDP Study Area, at the discretion of the District. WEBB will prepare meeting minutes after the scoping meeting that will list the names of the attendees, identify which agencies or individuals provided comments, and summarize the issues raised by each commenter regarding the EIR.

Subtask 2B – Resource Agency Briefing

WEBB will coordinate a pre-scoping meeting, "briefing session," with the resource agencies to summarize the approach being undertaken by the District and to solicit early input from the regulatory agencies (e.g., Army Corps of Engineers, U.S. Fish and Wildlife Service, California Department of Fish and Game, and the Regional Water Quality Control Board).

Task 2 Deliverables

- Scoping Meeting Minutes
- Resource Agency Meeting Minutes

TASK 3. Prepare Initial Study/Notice of Preparation (IS/NOP)**Subtask 3A - Prepare Draft IS/NOP**

WEBB will prepare a draft Initial Study (IS) with explanatory text for all topical issue areas, as required by CEQA. The IS will include an evaluation of the potential impacts resulting from implementation of the preferred MPD alternative previously identified in Task 1, for each of the following environmental topics listed in the CEQA Checklist:

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality / Greenhouse Gas Emissions
- Biological Resources
- Cultural Resources
- Geology and Soils
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation/Traffic
- Utilities and Service Systems
- Mandatory Findings of Significance

Subtask 3B – Prepare Final IS/NOP

A draft of the IS and proposed NOP will be provided to the District for review and comment. Following District review, WEBB will incorporate one round of comments and the revised draft IS/NOP will be re-submitted to the District for final approval.

Subtask 3C – Reproduce and Distribute IS/NOP for Public Review

Following District approval of the final IS/NOP, WEBB will reproduce and distribute the IS/NOP to the appropriate state agencies through the State Clearinghouse, pursuant to CEQA Guidelines §15082, as well as to any other responsible agencies and interested parties, as determined by the District. The District will provide WEBB with a digital mailing list of the parties to whom the IS/NOP will be distributed. WEBB will develop this mailing list into a Master Mailing List, which will be used for all public noticing purposes. The mailing of the NOP will start the mandatory 30-day NOP review and comment period. (Assumes 5 hard copies and 200 CD's)

Task 3 Deliverables

- Draft and Revised Draft IS/NOP
- Mailing of Final IS/NOP by certified mail, return receipt, using the Master Mailing list approved by District

TASK 4. Evaluate Comments on NOP/Scope Draft EIR

WEBB will prepare and submit to the District a memorandum documenting the agencies, firms, and individuals who submitted comments on the IS/NOP at the conclusion of the NOP review period and after receipt of all comments from the State Clearinghouse. Based on the comments received, WEBB will recommend to the District, which environmental topics have effects that are not significant and do not require further evaluation in the Draft EIR and which topics are potentially significant and require further analysis in the Draft EIR.

Task 4 Deliverables

- Memorandum summarizing comments received on the NOP
- Attend one project meeting

TASK 5. Prepare Three Drafts of the Administrative Review Draft EIR, Prepare Technical Studies

The Draft EIR will include a comprehensive evaluation of the preferred MDP alternative (selected in Task 1) for each of the topics determined to be potentially significant based on the analysis contained in the IS, comments received on the NOP, and comments received at the scoping meetings, as outlined in the memorandum prepared in Task 2. *Based on WEBB's experience with previous MDP EIRs and our knowledge of the Study Area, we anticipate the following impacts relative to the following topics, will be found to be less than significant in the IS/NOP and not require further discussion in the Draft EIR:*

- Aesthetics
- Land Use and Planning
- Mineral Resources
- Noise
- Public Services
- Recreation
- Transportation/Traffic
- Utilities and Service Systems

If the analysis in the IS or comments received during the NOP or public scoping meeting indicates one of these topics could be potentially significant, that topic will be evaluated in the Draft EIR.

Based on our experience with previous MDP EIRs, WEBB anticipates the Draft EIR for the Moreno MDP revision will address the following topics:

- Agriculture and Forestry Resources
- Air Quality/Greenhouse Gas Emissions
- Biological Resources
- Cultural Resources
- Geology and Soils
- Hazards & Hazardous Materials
- Hydrology and Water Quality
- Population and Housing

In addition to those topic areas identified as potentially significant through the IS/NOP and public scoping process, the Draft EIR will also address the following topics as required by CEQA:

- Alternatives to the Proposed Master Plan
- Other CEQA mandated sections (e.g., growth inducing, cumulative impacts, global warming)

Within each technical topic (e.g., air quality/global climate change, biological resources, hydrology and water quality) addressed in the Draft EIR, subsections will discuss:

- Existing setting
- Potential impacts
- Significance thresholds
- Proposed mitigation measures
- Level of significance after mitigation
- Cumulative impacts

As required by CEQA, the alternatives section of the Draft EIR will include a description of the No Project Alternative, the preferred alternative, and each of the other MDP alternatives.

Given that the main environmental issues with respect to an MDP First Tier EIR are likely to be biological resources and hydrology and water quality; particular attention will be given to the District's Western Riverside MSHCP commitments and the comments of the Regional Water Quality Control Board.

As required by CEQA, the Draft EIR will include an Executive Summary. To facilitate the review of the Draft EIR, the Executive Summary will include a table at the front of the document that summarizes project impacts, mitigation measures, the implementation and timing of each mitigation measure, the party (or parties) responsible for implementing each mitigation measure, and the impact after mitigation.

The Administrative Draft EIR will undergo up to three separate reviews by the District. After each review, WEBB will incorporate District comments and will track changes between each version of the Administrative Review Draft EIR to facilitate review by District staff. After receipt of the third round of comments, WEBB will prepare the Public Review DEIR and submit it to the District for final review prior to printing copies of the DEIR per Task 6, below.

The DEIR will include the following technical studies:

- Air Quality Impact Analysis (AQIA)
- Biological and Regulatory Constraints Analysis
- Historic/Archaeological and Paleontological Resources Programmatic Study
- Hazardous Materials Database Search
- Water Quality Technical Memo
- Geology and Soils Review Report (optional)

These assessments will evaluate the preferred alternative identified in Task 1A. The technical studies will not evaluate the alternatives not selected as the project, as that level of analysis is not required by CEQA.

Subtask 5A – Air Quality Impact Analysis

WEBB will prepare an Air Quality Impact Analysis (AQIA) that includes a program-level assessment of the impacts to air quality from the construction and maintenance of the MDP facilities. Once the preferred alternative has been selected, several typical scenarios for construction of MDP facilities will be identified and defined. Typical maintenance operations and the equipment used for maintenance will be identified and described in coordination with the District. To prepare the AQIA, WEBB will:

- Collect relevant project and site background information, including base graphics showing the site vicinity, the proposed project, and adjacent land uses;
- Conduct a field review of the existing conditions;
- Calculate project-related emissions using the URBEMIS 2007 (version 9.2.4) transportation and land use program to determine regional air quality impacts and SCAQMD methodology for calculating localized impacts on sensitive receptors within the immediate project vicinity;

- Prepare a greenhouse gas analysis using the carbon dioxide emissions calculated by URBEMIS for construction equipment and any operational maintenance vehicle trips; and
- Analyze model results and incorporate mitigation measures, as appropriate.

Subtask 5B – Biological and Regulatory Constraints Analysis

Glenn Lukos Associates (GLA) will prepare a Biological and Regulatory Constraints Analysis (BRCA) for the Study Area. The BRCA will include:

- A program-level biological and regulatory constraints analysis for the Alternatives;
- Review of existing materials;
- General biological surveys and habitat assessments;
- Vegetation mapping;
- Jurisdictional assessment; and
- Report preparation, as described in the following paragraphs:

Existing materials to be reviewed include maps, documents, databases (Western Riverside County MSHCP and California Natural Diversity Database), the Federal Register, and previous biological documentation. GLA biologists will conduct general biological surveys and habitat assessment for the Study Area and will record all flora and fauna observed. A landscape-level habitat analysis will be conducted from adjacent roadways. Vegetation within the study area will be mapped according to sub-association using MSHCP base mapping and aerial photography.

GLA regulatory specialists will conduct a constraints-level assessment of the Study Area for jurisdictional waters, including waters of the U.S., subject to the jurisdiction of the U.S. Army Corps of Engineers (Corps) and the Regional Water Quality Control Board (RWQCB), and streams subject to the jurisdiction of the California Department of Fish and Game (CDFG). GLA will identify potential jurisdictional waters, including wetlands and riparian vegetation, as detectable from public streets and rights-of-way. The biological report will include recommendations regarding future jurisdictional delineations, and will identify permits to be required by regulatory agencies.

GLA will prepare a report documenting the result of the general surveys, habitat assessments, and vegetation mapping, with particular emphasis on the requirements of the MSHCP. This report will provide recommendations for future studies/analysis in order for individual Moreno MDP facilities to be compliant with the biological requirements of the MSHCP and outline the MSHCP process required for future approvals. To the extent feasible, the report will evaluate the likelihood of certain alignments to be developed as proposed, or whether re-design may be required in order to avoid areas with sensitive biological resources. GLA will map the general locations of jurisdictional waters and potential permitting requirements.

Subtask 5C – Historic/Archaeological and Paleontological Resources Programmatic Study

CRM TECH will conduct historical/archaeological and paleontological resources due diligence/programmatic overview study of the Study Area. The archaeological study will include the following tasks:

- A historical/archaeological resources records search at the Eastern Information Center (EIC) at the University of California, Riverside;
- A historical background research to ascertain the history, land uses, and development patterns of the Study Area and vicinity;
- Request a sacred lands record search from the Native American Heritage Commission and contact local Native American representatives regarding Native American resources in the area;
- Conduct limited, site-specific historical studies including archival research, interviews, and consultations, as needed to determine past land uses and owners, and to explore historical associations;
- Field inspect portions of the Study Area to establish the current conditions and to obtain basic data regarding the Study Area and any previously recorded cultural resources;
- Field record or update records for any artifacts, features, site or structures greater than 45 years of age within the Study Area; complete site record(s) and/or site record updates (DPR forms) and submit them to the EIC, as required; and prepare a report to document the findings;

- The archaeological report will identify all known, previously recorded cultural resources within the Study Area, discussing their integrity and historical significance, assessing potential sensitivity of the study area for cultural resources, and recommending subsequent courses of action, as necessary.
- The paleontological study will include the following tasks:
 - A paleontological resources records searches at the San Bernardino County Museum, Redlands, and at the Natural History Museum of Los Angeles (two quad sheets will be reviewed);
 - A literature search regarding paleontological/geological formations in the Study Area and vicinity; and
 - Report preparation.

The paleontological report will document the findings of the research, identify all potential paleontological resources and fossil-bearing soils within the Study Area, if any, discuss their significance, and recommend subsequent courses of action regarding such resources, if necessary.

Subtask 5D – Hazardous Materials Database Search

Environmental Data Resources, Inc. (EDR) will conduct a hazardous materials database search and will identify the known hazardous materials sites for the Study Area. EDR will search available environmental government records to identify mapped sites and their location within the Study Area. Federal, state, and local databases to be searched include, but are not limited to: National Priority List (NPL), Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS), Department of Defense sites (DOD), U.S. Brownfield sites (US BROWNFIELDS), Historical Calsites Database (HIST Cal-Sites), California Hazardous Materials Incident Report System (CHMIRS), Leaking Underground Storage Tanks and Underground Storage Tanks on Indian Land (INDIAN LUST and UST).

The Hazardous Materials Database Search Report will be used to identify additional studies or mitigation measures that must be implemented prior to the construction of proposed Moreno MPD facilities. The results of the

Hazardous Materials Database Search Report will provide documentation to support the Hazards and Hazardous Materials section and alternative section in the EIR.

Subtask 5E – Water Quality and Conservation Technical Memorandum

WEBB's water quality engineers will prepare a technical memorandum that provides a general description of the existing hydrology, existing water quality, and conservation within the watershed. This will be based on a review of the hydrology studies prepared by the District for the existing condition, a field review of the watershed area to document potential pollutant sources, and determination of water quality level rainfall events and the potential to produce pollutant loads. The Water Quality Technical Memorandum will also provide a qualitative analysis of the hydrology and water quality with implementation of the MDP for each of the Alternatives. The discussion of hydrology and water quality will include, but is not limited to: volume, peak runoff, sediment and debris potential, pollutants of concern, local and regional Best Management Practices (BMPs), and a comparison to the existing hydrology and water quality for the watershed.

Optional Subtask 5F – Geology and Soils Review Report

Under this task, **Leighton** would perform the following tasks: data collection and review, site reconnaissance, and preparation of draft and final reports. Data collection and review will include: review of available or provided maps for the Study Area and establish a geo-referenced map for the project; review in-house and published geologic reports/maps (USGS, CGS, Riverside County, etc.); review historic and current aerial photographs to evaluate potential geologic hazards. Leighton will perform an observational reconnaissance of the property for visual indications of geologic and soils conditions within the Study Area including observations of any existing dams or significant obstructions to natural drainages.

The geology and soils report will include:

- Overall Geologic Setting – a general description of the type of native soil, rock units, and geologic structure throughout the MDP;
- Geologic Hazards – the potential geologic hazards within the MDP including mapped fault traces and County and/or State of California Alquist-Priolo Earthquake Fault Zone (AP Zone) within the MDP. Additionally, areas that are prone to liquefaction or dry seismic settlement, and other seismic hazards such as ground rupture, rock fall hazards, landslides, subsidence, Tsunamis and Seiches;
- Groundwater – a general description of groundwater conditions;
- Earthwork – potential grading challenges will be discussed in view of past experience in certain areas of the MDP and may include slope stability and excavation characteristics.

The final report will be signed and stamped by a California licensed Geotechnical Engineer (GE) and Engineering Geologist (CEG).

As the technical studies described in Subtasks 5A through 5E (and if requested Subtask 5F) are completed, WEBB will transmit the documents to District staff for review.

Task 5 Deliverables

- Four (4) copies of the first Administrative DEIR (technical appendices and PDF version of DEIR on CD)
- Four (4) copies of the second Administrative DEIR (including technical appendices, if revised and PDF of draft DEIR on CD) for team review
- Four (4) copies of the third Administrative DEIR for team review prior to printing for public review (including CD of technical appendices and PDF of draft DEIR)

TASK 6. Complete and Distribute Draft EIR

Subtask 6A – Print and Distribute Draft EIR

WEBB will print and distribute copies of the Draft EIR for public review upon approval of the third Administrative Review Draft EIR by the District (Task 5). WEBB will distribute the Draft EIR to those parties on the Master Mailing list developed in Task 5, in addition to those who attended the Scoping Meeting, provided comments on the NOP, or requested the Draft EIR from the District or City. (Assumes up to 5 hard copies of DEIR and up to 200 CD's for recipients on Master Mailing List).

Subtask 6B – Prepare and File NOC

WEBB will prepare and file the Notice of Completion (NOC) with the State Clearinghouse to initiate the public review period. Newspaper notices regarding the availability of the Draft EIR and the start of the 45-day public review period will be placed by the District.

Subtask 6C – Prepare Electronic Version of Draft EIR and Technical Appendices

To provide broad availability of the Draft EIR during the 45-day public review and comment period, WEBB will provide an electronic copy of the Draft EIR (in PDF format) to the District and City. District and City staff will be responsible for uploading the Draft EIR onto the District and City's web sites.

Task 6 Deliverables

- Production/printing of copies of the Draft EIR and single volume technical Appendices (three loose unbound copies of each) and one electronic PDF file.
- Mailing of the Draft EIR copies by certified mail, return receipt, or equivalent.

TASK 7. Response to Comments on Draft EIR and Draft Findings of Fact

Subtask 7A – Compile and Assess Comments

WEBB will compile and assess all comments received on the Draft EIR during the public review period to develop an appropriate response strategy. This information will be summarized into a memorandum that will be provided to the District and City for consideration and discussion.

Subtask 7B – Draft Responses to Comments and Findings

WEBB will lead the Response to Comments preparation effort and prepare draft responses to all comments received, in addition to draft findings of fact, and, if necessary, draft appropriate findings of overriding considerations. These Draft EIR certification documents will be prepared using the District’s format and provided to the District and its legal counsel, and the City, for review.

Subtask 7C – Final Responses to Comments and Findings

WEBB will incorporate comments received from the District and its legal counsel and the City on the draft responses, draft findings of fact, and (if necessary) the draft findings of overriding considerations and prepare the final Response to Comments, “draft” final findings of fact, and (if necessary, “draft” final findings of overriding consideration for review by the District and its legal counsel, and the City.

Task 7 Deliverables

- Initial memorandum compiling comments received on the DEIR during public review and recommending a response strategy;
- Response to Comments documentation;
- Findings of Fact and Statement of Overriding Considerations; AND
- Printing and mailing of Response to Comments documented by certified mail, return receipt.

TASK 8. Prepare the Mitigation Monitoring Plan

Based on WEBB’s previous experience with preparing First Tier EIRs, EIRs for the Homeland/Romoland MDP/ADP, and the San Jacinto Valley MDP, the DEIR will identify mitigation measures that must be implemented as individual Moreno MDP facilities are designed and constructed. WEBB will prepare a draft Mitigation Monitoring Program (MMP) that includes the mitigation measures identified in the DEIR, the timing in which the mitigation measure must be implemented, and the party responsible for implementation. WEBB will transmit the Draft MMP to the District and City for review and comment. WEBB will incorporate one round of comments and produce a revised draft MMP, which will be re-submitted to the District and City for final approval and adoption as required by CEQA (California Public Resources Code §21081.6) and the CEQA Guidelines §15097.

Task 8 Deliverables

- Three (3) copies and one (1) CD of the MMP

TASK 9. Prepare the Final EIR and Notice of Determination (NOD)

Subtask 9A – Final EIR and NOD

Preparation of the CEQA Final EIR administrative record for use by the District and City is not included in this scope of work. WEBB will provide a copy of the Response to Comments received on the DEIR (Task 7), the MMP (Task 8), and Findings of Fact (Task 7), to complete the Final EIR documentation. WEBB will attend up to two County Board of Supervisors Meetings/City Council Public Hearings.

WEBB will prepare the NOD pursuant to CEQA Guidelines §15094 and will transmit to the District and City for review.

Within five working days after certification of the Final EIR, WEBB will file the NOD with the County Clerk and transmit a copy of the NOD to the State Clearinghouse. Filing the NOD starts the 30-day statute of limitations on court challenges to the approval under CEQA.

Optional Subtask 10C – Leighton Meetings

Leighton will attend up to two (2) meetings with District staff and/or WEBB to discuss geological and soils issues related to the MDP.

Task 9 Deliverables

- Draft and Revised Draft NOD for project team review;
- Final copy of NOD for District to file with County Clerk and State Clearinghouse
- Attendance at two (2) County Board of Supervisors/ City Council Public Hearings; and
- FEIR (5 hard copies and 5 CDs)

Task 10 Deliverables

- WEBB attendance at nine (9) bi-monthly meetings with District/City and meeting minutes
- Bi-monthly status reports
- Glenn Lukos Associates attendance at up to five (5) meetings
- Leighton attendance at up to two (2) meetings

TASK 10. Meetings and Project Management

Subtask 10A – WEBB Meetings and Project Management

WEBB will attend bi-monthly meetings (every other month) with District and City staff to review and discuss the project progress, issues resolution, and technical feedback (in Riverside). Based on the schedule included in this proposal, it is anticipated that the EIR process may take up to eighteen (18) months (to complete the tasks identified in this scope). Attendance of up to nine (9) meetings on a bi-monthly basis is included in this subtask. This subtask also includes project management and cost control. Progress reports will be prepared and transmitted to the City and the District on a monthly basis. These reports will summarize the status of the project, outstanding project tasks, tasks deadline, and the person responsible for the task.

Subtask 10B – Glenn Lukos Associates (GLA) Meetings. GLA will attend up to five (5) meetings with District staff and/or WEBB to discuss biological and permitting issues related to the MDP.

ATTACHMENT B PRELIMINARY PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish	Professors
1	Contract Negotiations and Board Approval	1 mon	Tue 1/30/10	Mon 1/22/10	
2	Authorization to Proceed	0 days	Wed 1/6/11	Wed 1/6/11	1FS+7 days
3	Kick-off Meeting with CH/District	0 days	Wed 1/19/11	Wed 1/19/11	2FS+2 wks
4	Initial Study	90 days	Thu 1/20/11	Wed 5/25/11	
5	Prepare 1st Admin Draft Initial Study/NOP	1.5 mos	Thu 1/20/11	Wed 3/21/11	3
6	District/City Review	1 mon	Thu 3/31/11	Wed 3/30/11	5
7	Prepare/Publish Public Review (S/Post NOP)	2 wks	Thu 3/31/11	Wed 4/13/11	6
8	Public Review	1 mon	Thu 4/14/11	Wed 5/11/11	7
9	Scoping/Public Workshop Meetings	0 days	Wed 5/25/11	Wed 5/25/11	8FF+2 wks
10	Preparation of EIR	\$55 days	Thu 1/20/11	Wed 5/30/12	
11	Air Quality Analysis	3 mos	Thu 1/20/11	Wed 4/13/11	3
12	Cultural Resources Assessment	3 mos	Thu 1/20/11	Wed 4/13/11	3
13	Biological Habitat Assessment and MSHCP Compliance Analysis	3 mos	Thu 1/20/11	Wed 4/13/11	3
14	Geology and Soils Review Report (optional)	3 mos	Thu 1/20/11	Wed 4/13/11	3
15	Water Quality and Conservation Technical Memo	3 mos	Thu 1/20/11	Wed 4/13/11	3
16	Hazardous Materials Database Search	1 mon	Thu 1/20/11	Wed 2/16/11	3
17	Prepare 1st Admin Draft EIR	3 mos	Thu 4/14/11	Wed 7/6/11	8FF+2 mos, 1FF
18	District/City Review	1 mon	Thu 7/7/11	Wed 8/3/11	17
19	Prepare 2nd Admin Draft EIR	3 wks	Thu 8/4/11	Wed 8/24/11	18
20	District/City Review	1 mon	Thu 8/25/11	Wed 9/21/11	19
21	Prepare 3rd Admin Draft EIR	2 wks	Thu 9/22/11	Wed 10/5/11	20
22	District/City Final Review	2 wks	Thu 10/6/11	Wed 10/19/11	21
23	Prepare/Publish DEIR for Public Review/NOCONA	2 wks	Thu 10/20/11	Wed 11/2/11	22
24	45-day Public Review Period for DEIR	1.5 mos	Thu 11/3/11	Wed 12/14/11	23
25	Prepare 1st Admin Draft FEIR/Response to Comments/MARP	1 mon	Thu 12/15/11	Wed 1/11/12	24
26	District/City Review of FEIR/Response to Comments/MARP (including legal counsel)	1.5 mos	Thu 1/12/12	Wed 2/22/12	25
27	Prepare 2nd Admin Draft FEIR/Response to Comments/MARP	3 wks	Thu 2/23/12	Wed 3/14/12	26
28	District/City Final Review	2 wks	Thu 3/15/12	Wed 3/28/12	27
29	Distribute Response to Comments/Produce FEIR	2 wks	Thu 3/29/12	Wed 4/11/12	28
30	Flood Control Board of Directors Consideration and Adoption of Final EIR and MARP	2 wks	Thu 4/12/12	Wed 4/25/12	29
31	Board of Supervisors Hearing Date to approve EIR/ MDP/ADP	4 wks	Thu 4/26/12	Wed 5/23/12	30
32	Prepare and File Notice of Determination (within 5 days of Board Adoption)	0 days	Wed 5/30/12	Wed 5/30/12	31FS+5 days

Project: Project Schedule 11-30-10
Date: Tue 1/30/10

Task Split: Progress Milestone: Summary Project Summary:

External Tasks: External Milestone: Deadline:

ATTACHMENT C

Payment Schedule
 Moreno Master Drainage Plan EIR

TASKS	Deliverable	Total Contract Amount	Amount Invoiced without Deliverable (70%)	Amount Invoiced with Submittal of Final Deliverable (90%)	Amount Invoiced with Completion of EIR Process (10%)
Task 1: Project Kick-Off Meeting and Project Management Plan					
Subtask 1A - Kick-Off Meeting	Attendance at kick-off meeting	\$ 1,584.00	\$1,108.80	\$316.80	\$158.40
Subtask 1B - Prepare Project Management Plan and Meeting Minutes	Project Management Plan, Project Schedule, meeting minutes	\$ 972.47	\$680.73	\$194.49	\$97.25
Subtotal Task 1		\$ 2,556.47	\$1,789.53	\$511.29	\$255.65
Task 2: Plan, Coordinate, and Participate in Initial Public Scoping Meeting					
Subtask 2A - Public Scoping Meeting (plus prep time)	Coordinate meeting date with District, presentation materials, attend scoping meeting, scoping meeting minutes	\$ 2,128.00	\$1,489.60	\$425.60	\$212.80
Subtask 2B - Resource Agency Briefing	Coordinate meeting date with District and Resource Agencies, attend meeting, meeting minutes	\$ 2,712.00	\$1,898.40	\$542.40	\$271.20
Subtotal Task 2		\$ 4,840.00	\$3,388.00	\$968.00	\$484.00
Task 3: Prepare Initial Study/Notice of Preparation					
Subtask 3A - Prepare Draft IS/NOP	Draft IS/NOP, Revised Draft	\$ 9,520.00	\$6,664.00	\$1,904.00	\$952.00
Subtask 3B - Prepare Final IS/NOP	Final (i.e. public review) IS/NOP	\$ 2,893.78	\$2,025.64	\$578.76	\$289.38
Subtask 3C - Reproduce and Distribute IS/NOP for Public Review	Coordinate with District to prepare master mailing list, distribution of IS/NOP	\$ 2,017.33	\$1,412.13	\$403.47	\$201.73
Subtotal Task 3		\$ 14,431.11	\$10,101.78	\$2,886.22	\$1,443.11
Task 4: Evaluate Comments on NOP/Scope DEIR					
Memorandum summarizing comments received on the NOP	NOP comment memorandum	\$ 1,488.44	\$1,041.91	\$297.69	\$148.84
One project team meeting plus minutes	Meeting attendance	\$ 1,057.78	\$740.44	\$211.56	\$105.78
Subtotal Task 4		\$ 2,546.22	\$1,782.36	\$509.24	\$254.62
Task 5: Prepare Three Drafts of the Admin Review DEIR, Technical Studies					
Admin Review DEIR #1: Submit to District/City for review and comment	Admin Review DEIR #1 (4 copies)	\$ 77,331.11	\$54,131.78	\$15,466.22	\$7,733.11
Edit Admin Review DEIR #1 per District/City Comments	Incorporate District comments, prepare Admin Review DEIR #2	\$ 15,957.33	\$11,170.13	\$3,191.47	\$1,595.73

Payment Schedule
 Moreno Master Drainage Plan EIR

TASKS	Deliverable	Total Contract Amount	Amount Invoiced without Deliverable (70%)	Amount Invoiced with Submittal of Final Deliverable (90%)	Amount Invoiced with Completion of EIR Process (10%)
Admin Review DEIR #2: Submit to District/City for review and comment	Submit Admin Review DEIR #2 to District (4 copies)	\$ 829.22	\$580.46	\$165.84	\$82.92
Edit Admin Review DEIR #2 per District/City Comments	Incorporate second round of District comments, prepare Admin Review DEIR #3	\$ 9,229.11	\$6,460.38	\$1,845.82	\$922.91
Admin Review DEIR #3: Submit to District/City for review and comment	Submit Admin Review DEIR #3 to District (4 copies)	\$ 829.22	\$580.46	\$165.84	\$82.92
Edit Admin Review DEIR #3 per District/City Comments	Incorporate third round of District comments	\$ 3,815.56	\$2,670.89	\$763.11	\$381.56
Prepare Public Review DEIR	Prepare DEIR for public review	\$ 2,848.44	\$1,993.91	\$569.69	\$284.84
Subtask 5A** - Air Quality Impact Analysis	Draft and Final Air Quality Impact Analysis	\$ 7,004.94	\$4,903.46	\$2,101.48	\$0.00
Subtask 5B** - Biological and Regulatory Constraints Analysis	Draft and Final Biological and Regulatory Constraints Reports	\$ 30,900.00	\$21,630.00	\$9,270.00	\$0.00
Subtask 5C** - Historic/Archaeological and Paleontological Resources Programmatic Study	Historic/Archaeological and Paleontological Resources Reports	\$ 19,451.11	\$13,615.78	\$5,835.33	\$0.00
Subtask 5D** - Hazardous Materials Database Search	Report containing results of database search	\$ 2,897.78	\$2,028.44	\$869.33	\$0.00
Subtask 5E** - Water Quality and Conservation Technical Memorandum	Technical Memorandum	\$ 15,743.89	\$11,020.72	\$4,723.17	\$0.00
Subtask 5F** - Geology and Soils Review Report	Geology and Soils Report	\$ 13,900.00	\$9,730.00	\$4,170.00	\$0.00
Subtotal Task 5 with Optional Task		\$ 200,737.72	\$140,516.41	\$49,137.32	\$11,084.00
Task 6: Complete and Distribute Draft EIR					
Subtask 6A - Print and Distribute Draft EIR	Mail DEIR to parties on master mailing list	\$ 2,162.78	\$1,513.94	\$432.56	\$216.28
Subtask 6B - Prepare and File NOC	Draft NOC, Final NOC filed	\$ 451.44	\$316.01	\$90.29	\$45.14
Subtask 6C - Prepare Electronic Version of Draft EIR and Technical Appendices	PDF version of DEIR and Technical Appendices for posting by District to website	\$ 695.11	\$486.58	\$139.02	\$69.51
Subtotal Task 6		\$ 3,309.33	\$2,316.53	\$661.87	\$330.93

TASKS	Deliverable	Total Contract Amount	Amount Invoiced without Deliverable (70%)	Amount Invoiced with Submittal of Final Deliverable (90%)	Amount Invoiced with Completion of EIR Process (10%)
Task 7: Response to Comments on Draft EIR and Draft Findings of Fact					
Subtask 7A - Compile and Assess Comments	Memorandum compiling comments received on DEIR	\$ 4,355.78	\$3,049.04	\$871.16	\$435.58
Subtask 7B - Draft Responses to Comments and Findings	Draft Responses to Comments (RTC), Findings of Fact, Statement of Overriding Considerations (SOC), if needed	\$ 7,929.56	\$5,550.69	\$1,585.91	\$792.96
Subtask 7C - Final Responses to Comments and Findings	Incorporate District comments and prepare Final RTCs, Findings of Fact, and SOCs	\$ 4,019.56	\$2,813.69	\$803.91	\$401.96
Print and Mail Responses to Commenters	Mail RTCs to commenting agencies	\$ 1,333.56	\$933.49	\$266.71	\$133.36
Subtotal Task 7		\$ 17,638.44	\$12,346.91	\$3,527.69	\$1,763.84
Task 8: Prepare the Mitigation Monitoring Plan					
Prepare Draft MMP	Draft MMP	\$ 1,649.00	\$1,154.30	\$329.80	\$164.90
Incorporate District Comments and Prepare Final MMP	Final MMP	\$ 723.44	\$506.41	\$144.59	\$72.34
Subtotal Task 8		\$ 2,372.44	\$1,660.71	\$474.49	\$237.24
Task 9: Prepare Final EIR and Notice of Determination*					
Prepare and File NOD	Draft and Final NOD, NOD filed with County Clerk	\$ 740.44	\$518.31	\$148.09	\$74.04
Attendance at two Board of Supervisors/City Council meetings	Attendance at meetings	\$ 2,459.20	\$1,721.44	\$491.84	\$245.92
Subtotal Task 9		\$ 3,199.64	\$2,239.75	\$639.93	\$319.96
Task 10: Meetings and Project Management					
Bi-monthly project team meetings held at the District (based on 18 month project schedule for a total of 9 meetings)	Attendance at meetings and meeting minutes	\$ 10,622.58	\$7,435.80	\$2,124.52	\$1,062.26
Project Management	Bi-monthly status reports	\$ 10,122.00	\$7,085.40	\$2,024.40	\$1,012.20
Subtotal Task 10		\$ 20,744.58	\$14,521.20	\$4,148.92	\$2,074.46
Subtotal Tasks 1-10		\$ 272,375.97			

Payment Schedule
Moreno Master Drainage Plan EIR

TASKS	Deliverable	Total Contract Amount	Amount Invoiced without Deliverable (70%)	Amount Invoiced with Submittal of Final Deliverable (90%)	Amount Invoiced with Completion of EIR Process (10%)
Expenses					
Technical Studies (Expenses for Subtasks 5A and 5E)	Reproduction for Air Quality Impact Analysis and Water Quality Technical Memorandum	Billed as incurred			
IS/NOP	Reproduction and postage for mailing IS/NOP	Billed as incurred			
DEIR & FEIR	Reproduction and postage for DEIR and FEIR	Billed as incurred			
General Expenses (photocopies, postage, etc.)	N/A	Billed as incurred			
Subtotal Expenses (Not to Exceed)		\$14,463.03			
Retention					\$18,247.82
Total (without Optional Task)		\$ 286,839.00			
Optional Task					
Total (with Optional Task)		\$ 300,000.00			