

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

NOV 20 2012

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: Warren D. Williams
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: Kecia Harper-Ihem
Deputy

(SEAL)

Consulting Services Agreement
JE Fuller/Hydrology & Geomorphology, Inc. (FY 2012-13 to FY 2014-15)
10/24/12
AMR:blj

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**JE FULLER/HYDROLOGY &
GEOMORPHOLOGY, INC.**



Signature of Responsible Officer

Brian Schalte, P.E.

Printed Name

Vice President

Title

Consulting Services Agreement
JE Fuller/Hydrology & Geomorphology, Inc. (FY 2012-13 to FY 2014-15)
10/24/12
AMR:blj

ATTACHMENT "A"

SCOPE OF SERVICES

CONSULTANT may be asked to perform one or more of the following types of services as specifically directed in Task Orders issued to CONSULTANT:

1. PROJECT MANAGEMENT - STAFF EXTENSION – TRAINING – ENGINEERING STUDIES

- A. Interface with DISTRICT, attend meetings, brief departmental points of contact on project status, and maintain DISTRICT provided project schedule and fiscal tracking reports.
- B. Prepare project Task Orders which should include written description of scope and verification of program, schematic and single line drawings, and digital photo documentation of area of work.
- C. Prepare budget cost estimates, and coordinate preparation of more detailed cost estimates by subconsultants.
- D. Prepare and deliver formal training sessions/lectures to DISTRICT staff in technical areas such as hydrology, hydraulics, structural analysis, computer aided design, geomorphology, etc.
- E. Coordinate the preparation of design and construction documents by consultant design professionals.
- F. Prepare or review hydrology and hydraulic studies and associated documents to revise FEMA flood insurance rate maps.
- G. Prepare studies and documentation to support levee certification report submittals to FEMA.
- H. Prepare dam inundation studies and mapping to support Emergency Action Plans.

ATTACHMENT "B"

TASK ORDER APPROVAL FORM

CONSULTANT: _____

PROJECT NAME: _____

The Scope of Services for _____, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, shall constitute an approved Task Order pursuant to the Agreement between the DISTRICT and CONSULTANT dated _____ ("AGREEMENT"). CONSULTANT agrees to perform the services described in Exhibit "A" within the time set forth in the Project Schedule as described in Exhibit "B" attached hereto and incorporated herein, for a fee amount of \$_____, unless otherwise modified by the DISTRICT'S Project Manager in a subsequent Task Order Approval Form. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "C" and incorporated herein by this reference.

Performance of the services shall be subject to the terms and conditions contained in the AGREEMENT.

Dated this _____ day of _____
(To be filled in by General Manager-Chief Engineer)

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

By: _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

JE FULLER/HYDROLOGY & GEOMORPHOLOGY, INC.

By: _____
BRIAN N. SCHALK
Vice President

ATTACHMENT C

JE Fuller/Hydrology & Geomorphology, Inc.

Fee Schedule for 2012 Civil Engineering Consultant On-Call List

JEF Fee Schedule Table.

Discipline Category	Fully Loaded Rate (\$/Hr)
Principal	\$150
Project Manager	\$145
Senior Engineer	\$135
Engineer	\$125
Geomorphologist	\$115
Programmer	\$90
Engineer-In-Training (EIT)	\$85
Hydrology Technician	\$60
Clerical/Admin	\$70

Rates for Material Mark-Up, Additional Services and Mileage.

Material Mark-Up	0%
RTK GPS Survey System	\$50/Hr
Standard Vehicle Mileage Rate	Federal Reimbursable Mileage Rate
4x4 Truck Mileage Rate	\$0.75/Mile
Rhino ATV	\$350/Day
ALERT Installation Utility Trailer	\$250/Day

CONSULTING SERVICES AGREEMENT

FY 2012-13 to FY 2014-15

1
2 The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION
3 DISTRICT, hereinafter called "DISTRICT", and NOLTE ASSOCIATES, INC., hereinafter
4 called "CONSULTANT", hereby agree as follows:
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6 1. PROJECT

7 CONSULTANT shall provide on-call civil engineering and ancillary services in
8 accordance with applicable federal, state, and local laws and regulations as requested by
9 DISTRICT.

10 2. SCOPE OF SERVICES

11 As requested by DISTRICT, CONSULTANT shall provide design and construction
12 related services in support of DISTRICT's capital improvement projects as further
13 described in the "Scope of Services", attached hereto as Attachment "A" and made a
14 part hereof, in support of DISTRICT'S capital improvement projects on an "on-call"
15 basis. During the term of this Agreement, CONSULTANT may be invited to submit
16 proposals for some of the various services listed in Attachment "A" as requested by
17 DISTRICT and be assigned subsequent Task Orders, the form of which is Attachment
18 "B" hereto. CONSULTANT understands and expressly agrees that the execution of this
19 Agreement by CONSULTANT and/or the submission of any proposal to furnish
20 services does not guarantee the assignment or approval of any subsequent Task
21 Order(s).
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24 By entering into this Agreement, CONSULTANT assumes responsible charge of the
25 work pursuant to Section 6703 of the Professional Engineers Act; Chapter 7 of Division
26 3 of the Business and Professions Code, and shall be wholly responsible for the
27 completeness and accuracy of all data, technical studies, reports, plans, specifications
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1 and estimates prepared pursuant to this Agreement, and shall check all such material
2 accordingly.

3 3. PERSONNEL

4 A. Project Manager

5 For each Task Order, DISTRICT shall designate a representative who shall act
6 as DISTRICT'S Project Manager ("Project Manager"). DISTRICT shall provide
7 written notice to CONSULTANT of any change in Project Manager assignment
8 for a given Task Order.

10 B. CONSULTANT'S Representative

11 CONSULTANT shall appoint a designated Representative for each assigned
12 Task Order who shall be responsible for coordinating all aspects of the assigned
13 Task Order. CONSULTANT'S Representative shall be available to
14 DISTRICT'S Project Manager at reasonable times. CONSULTANT may
15 appoint another person as Representative upon written notice to DISTRICT.

17 C. Substitution of Key Personnel

18 At the time of Task Order approval, CONSULTANT shall identify its Key
19 Personnel who will perform each assigned Task Order to DISTRICT'S Project
20 Manager. Should one or more of the identified Key Personnel become
21 unavailable, CONSULTANT may substitute other personnel of equal or greater
22 competence upon written approval by DISTRICT. In the event that DISTRICT
23 and CONSULTANT cannot agree as to the substitution of the Key Personnel,
24 DISTRICT may terminate the Task Order, pursuant to the applicable provisions
25 of this Agreement.
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1 4. TERM

2 The term of this Agreement shall become effective on the date the Agreement is
3 executed by DISTRICT'S Board of Supervisors, and shall remain in effect through the
4 required date for completion of an assigned Task Order, provided that such Task Order
5 was approved prior to June 30, 2015 and completed by June 30, 2016.

6 5. COMPENSATION

7 CONSULTANT shall receive compensation for all services satisfactorily performed
8 and expenses incurred under this Agreement in accordance with the terms of the
9 approved Task Order(s) and "Fee Schedule" as set forth on Attachment "C". The total
10 amount to be paid to CONSULTANT for the performance of all Task Orders approved
11 pursuant to this Agreement shall not exceed two hundred fifty thousand dollars
12 (\$250,000) in any fiscal year and shall not exceed the sum of seven hundred fifty
13 thousand dollars (\$750,000) over the entire term of this Agreement.

14 15 16 6. PAYMENTS

17 Progress payments shall be made in accordance with the Compensation/Fee Rate
18 Schedule attached to the approved Task Order. Progress payments shall be processed no
19 more than once per month. Upon satisfactory performance of CONSULTANT'S
20 services pursuant to an approved Task Order, DISTRICT shall pay CONSULTANT
21 within forty-five (45) days after DISTRICT'S receipt of CONSULTANT'S appropriate
22 invoices. DISTRICT shall not pay interest or finance charges on any outstanding
23 balance(s). CONSULTANT shall keep employee and expense records according to
24 customary accounting methods and such records shall, upon request, be available for
25 inspection by DISTRICT to verify the invoices of CONSULTANT. All invoices shall
26 itemize charges to conform to the Compensation/Fee Rate Schedule negotiated for the
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1 task order. DISTRICT shall notify CONSULTANT of any disputed amounts on
2 invoice within thirty (30) days of receipt.

3 7. PROJECT PERFORMANCE

4 A. Commencement of Services

5 CONSULTANT shall commence performance of the services for each Task
6 Order upon receipt of DISTRICT'S approved Task Order.

7 B. Time of Completion

8 Time is of the essence in the performance of this Agreement. CONSULTANT
9 shall complete services in accordance with the schedule(s) set forth in the
10 approved Task Order(s).
11

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

17 9. STANDARD OF CARE

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

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2 In the event CONSULTANT'S data, technical studies, reports, plans, specifications,
3 estimates or any work products contain any errors or omissions that cause DISTRICT to
4 incur additional expense beyond what would have otherwise resulted if there were no
5 errors or omissions in CONSULTANT'S data, technical studies, reports, plans,
6 specifications, estimates or any work products, such additional expense shall be borne
7 solely by CONSULTANT.

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9 11. PERMITS AND RIGHTS OF ENTRY

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

21
22 12. NOTICES

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

25
26 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
27 1995 Market Street
28 Riverside, CA 92501
Attn: Chief of Regulatory Division

NOLTE ASSOCIATES, INC.
15070 Avenue of Science, Suite 100
San Diego, CA 92128
Attn: Scott Berkebile

1 13. REQUIRED INSURANCE

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

6 Without limiting or diminishing CONSULTANT'S obligation to indemnify or hold
7 DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be
8 maintained, at its sole cost and expense, the following insurance coverages during the
9 term of this Agreement:
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11 A. Workers' Compensation

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

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

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8 C. Vehicle Liability

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

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20 D. Professional Liability

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

9 E. General Insurance Provisions – All Lines

- 10 a. Any insurance carrier providing insurance coverage hereunder shall be
11 admitted to the State of California and have an A.M. BEST rating of not
12 less than an A: VIII (A: 8) unless such requirements are waived, in
13 writing, by the County Risk Manager. If the County's Risk Manager
14 waives a requirement for a particular insurer such waiver is only valid
15 for the specific insurer and only for one policy term.
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17 b. CONSULTANT must declare its insurance self-insured retention for
18 each coverage required herein. If any such self-insured retention
19 exceeds \$500,000 per occurrence each such retention shall have the prior
20 written consent of the County Risk Manager before the commencement
21 of operations under this Agreement. Upon notification of self-insured
22 retention deemed unacceptable to DISTRICT, and at the election of the
23 County's Risk Manager, CONSULTANT'S carriers shall either: 1)
24 reduce or eliminate such self-insured retention with respect to this
25 Agreement with DISTRICT, or 2) procure a bond which guarantees
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1 payment of losses and related investigations, claims administration, and
2 defense costs and expenses.

3 c. CONSULTANT shall cause their insurance carrier(s) to furnish
4 DISTRICT with: 1) a properly executed original certificate(s) of
5 insurance and original certified copies of endorsements effecting
6 coverage as required herein; and 2) if requested to do so orally or in
7 writing by the County Risk Manager, provide original certified copies of
8 policies including all endorsements and all attachments thereto, showing
9 such insurance is in full force and effect. Further, said certificate(s) and
10 policies of insurance shall contain the covenant of the insurance
11 carrier(s) that thirty (30) days written notice shall be given to DISTRICT
12 prior to any material modification, cancellation, expiration, or reduction
13 in coverage of such insurance. In the event of a material modification,
14 cancellation, expiration, or reduction in coverage, this Agreement shall
15 terminate forthwith, unless DISTRICT receives, prior to such effective
16 date, another properly executed original certificate of insurance and
17 original copies of endorsements or original certified policies, including
18 all endorsements and attachments thereto, evidencing coverages set forth
19 herein and the insurance required herein is in full force and effect.
20 Individual(s) authorized by the insurance carrier to do so on its behalf
21 shall sign the original endorsements for each policy and the certificate of
22 insurance.

23 d. It is understood and agreed by the parties hereto that CONSULTANT'S
24 insurance shall be construed as primary insurance, and DISTRICT'S
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1 insurance and/or deductibles and/or self-insured retentions or self-
2 insured programs shall not be construed as contributory.

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

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

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

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

23 CONSULTANT shall indemnify and hold harmless DISTRICT (including its directors,
24 officers, Board of Supervisors, elected and appointed officials, employees, agents and
25 representatives) from any liability, claim, damage, proceeding or action, present or
26 future, based upon, arising out of or in any way relating to CONSULTANT'S (including
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1 its officers, employees, subcontractors and agents) actual or alleged negligent, reckless
2 or willful misconduct, acts or omissions related to this Agreement, performance under
3 this Agreement, or failure to comply with the requirements of this Agreement, including
4 but not limited to: (a) property damage; (b) bodily injury or death; or (c) any other
5 element of any kind or nature whatsoever.

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

11 With respect to any of CONSULTANT'S indemnification requirements,
12 CONSULTANT shall, at its sole cost, have the right to use counsel of their own choice
13 and shall have the right to adjust, settle, or compromise any such claim, proceeding or
14 action without the prior consent of DISTRICT; provided, however, that such
15 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes
16 CONSULTANT'S indemnification obligations to DISTRICT.
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19 CONSULTANT'S indemnification obligations shall be satisfied when CONSULTANT
20 has provided to DISTRICT the appropriate form of dismissal (or similar document)
21 relieving DISTRICT from any liability for the claim, proceeding or action involved.

22 The specified insurance limits required in this Agreement shall in no way limit or
23 circumscribe CONSULTANT'S obligations to indemnify and hold harmless DISTRICT
24 from third party claims.
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26 In the event there is conflict between this section and California Civil Code Section
27 2782, this section shall be interpreted to comply with California Civil Code Section
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1 2782. Such interpretation shall not relieve CONSULTANT from indemnifying
2 DISTRICT (including its directors, officers, Board of Supervisors, elected and
3 appointed officials, employees, agents and representatives) or the County of Riverside
4 to the fullest extent allowed by law.

5 15. WORK PRODUCT

6 CONSULTANT shall provide DISTRICT with all data, calculations, technical studies,
7 plans, specifications, computer files, field notes, estimates, drawings, logs, reports and
8 any other documents as set forth in the approved Task Order(s). All data, calculations,
9 technical studies, plans, specifications, computer files, field notes, drawings, logs,
10 reports and any other documents produced by CONSULTANT in the performance of
11 the services as set forth in the approved Task Order(s) shall be and remain the sole
12 property of DISTRICT. CONSULTANT shall not publish or transfer any material
13 produced or resulting from activities supported by this Agreement without the written
14 consent of the General Manager-Chief Engineer of DISTRICT. If any such material is
15 subject to copyright or trademark, the parties agree that the right to any and all
16 copyright and/or trademark in and to the material is expressly reserved to DISTRICT.
17 If any such material is copyrighted, the parties hereto understand and agree that
18 DISTRICT reserves a royalty-free, non-exclusive, and irrevocable license to reproduce,
19 publish, and use such material, in whole or in part, and to authorize others to do so,
20 provided written credit is given the author.
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23 16. TERMINATION

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

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

In the event DISTRICT issues a Notice of Termination, CONSULTANT shall:

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

In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for all services performed in accordance with this Agreement to the date of termination, a total amount which bears the same ratio to the total maximum fee otherwise payable under this Agreement as the services actually bear to the total services necessary for performance of this Agreement. Notwithstanding any of the other provision of this Agreement, CONSULTANT rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, or a willful or material breach of this Agreement by CONSULTANT; or in the event of CONSULTANT'S

1 unwillingness or inability for any reason whatsoever to perform the duties
2 hereunder; or if the Agreement is terminated pursuant to Section 27 (NON-
3 DISCRIMINATION). In such event, CONSULTANT shall not be entitled to
4 any further compensation under this Agreement. The rights and remedies of
5 DISTRICT provided in this section shall not be exclusive and are in addition to
6 any other rights and remedies provided by law or under this Agreement.

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8 B. Approved Task Order

9 Terminate an approved Task Order or portion thereof without cause upon
10 providing CONSULTANT fourteen (14) days written notice stating the extent
11 and effective date of termination. In the event DISTRICT issues a Notice of
12 Termination for an approved Task Order, CONSULTANT shall: i) stop all work
13 under the Task Order on the date specified in the Notice of Termination; and ii)
14 transfer to DISTRICT and deliver in the manner, and to the extent, if any, as
15 directed by DISTRICT, any equipment, data, reports or other documents which,
16 if the Task Order had been completed, would have been required to be furnished
17 to DISTRICT.

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19 In the event DISTRICT terminates an approved Task Order, DISTRICT shall
20 make payment for all services satisfactorily performed in accordance with the
21 negotiated Task Order to the date of termination, a total amount which bears the
22 same ratio to the total maximum fee otherwise payable under the Task Order as
23 the services actually bear to the total services necessary for performance of the
24 Task Order.
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17. BASIC SERVICES OF CONSULTANT

1 The scope of services associated with the performance of any specific Task Order under
2 this Agreement shall be expressly defined and agreed upon prior to the approval of the
3 Task Order by DISTRICT'S General Manager-Chief Engineer. Any changes to the
4 approved scope of services must be authorized by DISTRICT'S General Manager-Chief
5 Engineer, and shall be made in writing.

7 All work prepared by CONSULTANT shall be subject to the approval of the Project
8 Manager. CONSULTANT shall allow Project Manager to inspect and review
9 CONSULTANT'S work in progress at any reasonable time. All reports, working
10 papers, and similar work products prepared for submission in the course of providing
11 services under this Agreement shall be submitted to the Project Manager in draft form.

13 In the event that Project Manager, in his or her sole discretion, determines the formally
14 submitted work product to be inadequate, CONSULTANT may be required to revise
15 and resubmit the work at no additional cost to DISTRICT. Should CONSULTANT fail
16 to make requested corrections in a timely manner, such corrections may be made by
17 DISTRICT, and the cost thereof charged to CONSULTANT. The responsibility for
18 accuracy and completeness of such items remains solely that of CONSULTANT.

20 Neither DISTRICT'S review nor approval shall give rise to any liability or
21 responsibility on the part of DISTRICT, or waive any of DISTRICT'S rights, or relieve
22 CONSULTANT of its professional responsibilities or obligations under this Agreement.

18. PREVAILING WAGE

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

8
9 19. INDEPENDENT CONTRACTOR

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

14 20. SUBCONTRACTING

15 CONSULTANT may, at CONSULTANT'S own expense, retain or employ sub-
16 consultants to accomplish certain portions of the work covered by this Agreement.
17 However, except as specifically provided in the Compensation/Fee Rate Schedule
18 attached to the approved Task Order or as expressly identified in this Agreement, no
19 portion of the services pertinent to this Agreement shall be subcontracted without prior
20 written approval and authorization by DISTRICT.

21
22 Should one or more of the sub-consultants, as identified in the Compensation/Fee Rate
23 Schedule attached to the approved Task Order or as expressly identified in this
24 Agreement, become unavailable, CONSULTANT may substitute other sub-consultants
25 of equal or greater competence upon written approval by DISTRICT. In the event that
26 DISTRICT and CONSULTANT cannot agree as to the substitution of the sub-
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1 consultant, DISTRICT may terminate the Task Order, pursuant to the applicable
2 provisions of this Agreement.

3 In the event CONSULTANT subcontracts any portion of CONSULTANT'S duties
4 under this Agreement, CONSULTANT shall require its Sub-consultants to comply with
5 the terms of this Agreement in the same manner as required of CONSULTANT. The
6 fact that CONSULTANT employs Sub-consultants not in his regular employ shall not
7 relieve CONSULTANT of any responsibility regarding the adequacy of the Sub-
8 consultant's work performed or services provided pursuant to this Agreement.
9

10 21. CHANGES TO TASK ORDER SCOPE OF SERVICES

11 CONSULTANT shall not perform any additional work or services outside the scope of
12 an approved Task Order without the prior written approval of DISTRICT'S General
13 Manager-Chief Engineer. If at any time during the performance of an approved Task
14 Order, CONSULTANT believes that it is necessary to include certain work or services
15 which are not clearly covered under the scope of an approved Task Order,
16 CONSULTANT shall immediately notify the Project Manager in writing of
17 CONSULTANT'S assertion that the work is out of scope. Said notification by
18 CONSULTANT to the Project Manager shall not in any way be construed as proving
19 that the work or services in question are outside the scope of the Task Order. The
20 Project Manager must approve or reject CONSULTANT'S assertion in writing. In the
21 event the Project Manager determines that CONSULTANT is correct, the additional
22 work or services shall be authorized by a new or revised Task Order that covers the new
23 scope, cost and schedule. In the event that such notification is not given or if the
24 Project Manager is not afforded an opportunity to negotiate the appropriate fee for such
25 additional services prior to CONSULTANT'S commencement of such additional
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1 services, then CONSULTANT shall be deemed to have agreed to perform the work or
2 services without any additional compensation and to have accepted sole responsibility
3 for the performance of said work or services. Extra work done or services performed
4 without a new or revised Task Order from DISTRICT'S General Manager-Chief
5 Engineer shall be considered unauthorized and shall not be paid for by DISTRICT.

6 At any time during the performance of an approved Task Order, DISTRICT may
7 request that CONSULTANT perform extra services. Any work which is determined by
8 DISTRICT to be necessary for the proper completion of the approved Task Order, but
9 which neither CONSULTANT nor DISTRICT reasonably anticipated would be
10 necessary at the time the scope of services for the assigned Task Order was approved,
11 must be authorized by DISTRICT'S General Manager-Chief Engineer by a new or
12 revised Task Order.
13

14 At any time during the performance of the Task Order, the Project Manager, upon
15 providing five (5) days written notice to CONSULTANT, may delete services and the
16 associated fees from the Task Order. In the event DISTRICT requests deletion of
17 services from the Task Order, DISTRICT shall make payment for all services
18 satisfactorily performed in accordance with the negotiated Task Order up to the
19 effective date of deletion; the amount of the payment shall be prorated to the total
20 services necessary for completion of the Task Order. No work product for the deleted
21 services shall be provided to DISTRICT.
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23
24 **22. DISPUTES**

25 A. In the event CONSULTANT considers any work demanded of CONSULTANT
26 to be outside the requirements of this Agreement, or if CONSULTANT
27 considers any order, instruction or decision of DISTRICT to be unfair,
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1 CONSULTANT shall promptly, upon receipt of such order, instruction or
2 decision, ask for a written confirmation of the same whereupon CONSULTANT
3 shall proceed without delay to perform the work or to conform to the order,
4 instruction, or decision. However, if CONSULTANT finds such order,
5 instruction or decision unsatisfactory, CONSULTANT shall, within twenty-one
6 (21) calendar days after receipt of same, file a written protest with DISTRICT
7 stating clearly and in detail its objections and reasons therefor. Except for such
8 protests or objections as are made of record in the manner specified and within
9 the time stated herein, and except for such instances where the basis of a protest
10 could not reasonably have been foreseen by CONSULTANT within the time
11 limit specified for protest, CONSULTANT hereby waives all grounds for
12 protests or objections to orders, instruction, or decisions of DISTRICT and
13 hereby agrees that, as to all matters not included in such protests, the orders,
14 instructions and decisions of DISTRICT will be limited to matters properly
15 falling within DISTRICT'S authority.
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18 B. Any controversy or claim arising out of or relating to this Agreement which
19 cannot be resolved by mutual agreement may be settled by arbitration, provided
20 that the parties hereto mutually agree to submit to arbitration.

21
22 C. Neither the pendency of a dispute nor its consideration by arbitration shall
23 excuse CONSULTANT from full and timely performance in accordance with
24 the terms of this Agreement.

25 23. ASSIGNMENT

26 Neither this Agreement nor any part thereof shall be assigned by CONSULTANT
27 without the prior written consent of DISTRICT.
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24. CONFLICT OF INTEREST

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

25. JURISDICTION/LAW/SEVERABILITY

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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.

26. WAIVER

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Any waiver by DISTRICT of any breach of any one or more of the terms of this Agreement shall not be construed 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

1 as in any manner changing the terms hereof, or estopping DISTRICT from enforcement
2 hereof.

3 27. NON-DISCRIMINATION

4 In the performance of the terms of this Agreement, CONSULTANT shall not engage in
5 nor permit others he may employ to engage in discrimination in the employment of
6 persons because of the race, color, national origin or ancestry, religion, physical
7 handicap, disability as defined by the Americans with Disabilities Act (ADA), medical
8 condition, marital status or sex of such persons, in accordance with the provision of
9 California Labor Code Section 1735.
10

11 28. NON-APPROPRIATION OF FUNDS

12 It is mutually agreed and understood that the obligation(s) of DISTRICT are limited by
13 and contingent upon the availability of DISTRICT funds for the reimbursement of
14 CONSULTANT'S fees. In the event that such funds are not forthcoming for any
15 reason, DISTRICT shall immediately notify CONSULTANT in writing. This
16 Agreement shall be deemed terminated and have no further force and effect
17 immediately upon receipt of DISTRICT'S notification by CONSULTANT. In the event
18 of such termination, CONSULTANT shall be entitled to reimbursement of its costs in
19 accordance with Sections 5 and 6 (COMPENSATION and PAYMENTS).
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

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(to be filled in by Clerk of the Board)

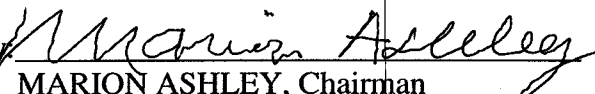
RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION**

DISTRICT

By: 

WARREN D. WILLIAMS
General Manager-Chief Engineer

By: 

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

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By: 

NEAL R. KIPNIS
Deputy County Counsel

By: 

Deputy

(SEAL)

Consulting Services Agreement
Nolte Associates, Inc. (FY 2012-13 to FY 2014-15)
10/25/12

NOLTE ASSOCIATES, INC.

Paul Roberto

Signature of Responsible Officer

PAUL Roberto

Printed Name

VICE PRESIDENT

Title

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Consulting Services Agreement
Nolte Associates, Inc. (FY 2012-13 to FY 2014-15)
10/25/12

ATTACHMENT "A"

SCOPE OF SERVICES

CONSULTANT may be asked to perform one or more of the following types of services as specifically directed in Task Orders issued to CONSULTANT:

1. PROJECT MANAGEMENT - STAFF EXTENSION – TRAINING – ENGINEERING STUDIES

- A. Interface with DISTRICT, attend meetings, brief departmental points of contact on project status, and maintain DISTRICT provided project schedule and fiscal tracking reports.
- B. Prepare project Task Orders which should include written description of scope and verification of program, schematic and single line drawings, and digital photo documentation of area of work.
- C. Prepare budget cost estimates, and coordinate preparation of more detailed cost estimates by subconsultants.
- D. Prepare and deliver formal training sessions/lectures to DISTRICT staff in technical areas such as hydrology, hydraulics, structural analysis, computer aided design, geomorphology, etc.
- E. Coordinate the preparation of design and construction documents by consultant design professionals.
- F. Prepare or review hydrology and hydraulic studies and associated documents to revise FEMA flood insurance rate maps.
- G. Prepare studies and documentation to support levee certification report submittals to FEMA.
- H. Prepare dam inundation studies and mapping to support Emergency Action Plans.

ATTACHMENT "B"

TASK ORDER APPROVAL FORM

CONSULTANT: _____

PROJECT NAME: _____

The Scope of Services for _____, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, shall constitute an approved Task Order pursuant to the Agreement between the DISTRICT and CONSULTANT dated _____ ("AGREEMENT"). CONSULTANT agrees to perform the services described in Exhibit "A" within the time set forth in the Project Schedule as described in Exhibit "B" attached hereto and incorporated herein, for a fee amount of \$_____, unless otherwise modified by the DISTRICT'S Project Manager in a subsequent Task Order Approval Form. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "C" and incorporated herein by this reference.

Performance of the services shall be subject to the terms and conditions contained in the AGREEMENT.

Dated this _____ day of _____
(To be filled in by General Manager-Chief Engineer)

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

By: _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

NOLTE ASSOCIATES, INC.

By: _____
JOE MINNER
Regional Vice President

ATTACHMENT C

NOLTE ASSOCIATES, Inc.
Riverside County Flood Control and Water Conservation District
2012-2015 On-Call Services Contract
CHARGE RATES SCHEDULE

OFFICE: TECHNICAL SERVICES

Engineering Aide/Planning Aide	\$ 62.00 /hour
Project Assistant	\$ 72.00 /hour
CADD Technician I	\$ 78.00 /hour
CADD Technician II	\$ 92.00 /hour
CADD Technician III	\$ 110.00 /hour
Senior CADD Technician/Designer	\$ 135.00 /hour

PROFESSIONAL

Junior Engineer/Planner/Surveyor	\$ 100.00 /hour
Assistant Engineer/Planner/Surveyor	\$ 112.00 /hour
Associate Engineer/Planner/Surveyor	\$ 133.00 /hour
Senior Engineer/Planner/Surveyor	\$ 155.00 /hour
Engineering Manager	\$ 180.00 /hour
Associate	\$ 205.00 /hour
Principal	\$ 240.00 /hour

FIELD: CONSTRUCTION MANAGEMENT

Associate Field Engineer	\$ 121.00 /hour
Senior Field Engineer	\$ 142.00 /hour
Construction Manager	\$ 160.00 /hour

SURVEYING (Non-prevailing wages)

1-Person Survey Crew (GPS)(Robotic)	\$ 160.00 /hour
1-Person Survey Crew	\$ 125.00 /hour
2-Person Survey Crew	\$ 222.00 /hour
3-Person Survey Crew	\$ 315.00 /hour
Senior Surveyor	\$ 158.00 /hour
Survey Manager	\$ 175.00 /hour

EXPENSES:

Plotting and In-house Reproduction	1.15 x Cost
Subsistence	1.15 x Cost
Other Expenses-Including Sub-Consultants and Purchased Services through Subcontracts	1.15 x Cost
Mileage - Outside local area	Per accepted IRS rate

Rates are effective through December 31, 2015. If contract assignment extends beyond that date, a new rate schedule will be added to the contract. Litigation support will be billed at \$300.00 per hour. Rates based on "Prevailing Wage" for Construction Management and Surveying will be determined by Project and County per California law.

CONSULTING SERVICES AGREEMENT

FY 2012-13 to FY 2014-15

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

6 1. PROJECT

7 CONSULTANT shall provide on-call civil engineering and ancillary services in
8 accordance with applicable federal, state, and local laws and regulations as requested by
9 DISTRICT.

10 2. SCOPE OF SERVICES

11 As requested by DISTRICT, CONSULTANT shall provide design and construction
12 related services in support of DISTRICT's capital improvement projects as further
13 described in the "Scope of Services", attached hereto as Attachment "A" and made a part
14 hereof, in support of DISTRICT'S capital improvement projects on an "on-call" basis.
15 During the term of this Agreement, CONSULTANT may be invited to submit proposals
16 for some of the various services listed in Attachment "A" as requested by DISTRICT
17 and be assigned subsequent Task Orders, the form of which is Attachment "B" hereto.
18 CONSULTANT understands and expressly agrees that the execution of this Agreement
19 by CONSULTANT and/or the submission of any proposal to furnish services does not
20 guarantee the assignment or approval of any subsequent Task Order(s).
21

22 By entering into this Agreement, CONSULTANT assumes responsible charge of the
23 work pursuant to Section 6703 of the Professional Engineers Act; Chapter 7 of Division
24 3 of the Business and Professions Code, and shall be wholly responsible for the
25 completeness and accuracy of all data, technical studies, reports, plans, specifications
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1 and estimates prepared pursuant to this Agreement, and shall check all such material
2 accordingly.

3 3. PERSONNEL

4 A. Project Manager

5 For each Task Order, DISTRICT shall designate a representative who shall act as
6 DISTRICT'S Project Manager ("Project Manager"). DISTRICT shall provide
7 written notice to CONSULTANT of any change in Project Manager assignment
8 for a given Task Order.

9
10 B. CONSULTANT'S Representative

11 CONSULTANT shall appoint a designated Representative for each assigned
12 Task Order who shall be responsible for coordinating all aspects of the assigned
13 Task Order. CONSULTANT'S Representative shall be available to DISTRICT'S
14 Project Manager at reasonable times. CONSULTANT may appoint another
15 person as Representative upon written notice to DISTRICT.

16
17 C. Substitution of Key Personnel

18 At the time of Task Order approval, CONSULTANT shall identify its Key
19 Personnel who will perform each assigned Task Order to DISTRICT'S Project
20 Manager. Should one or more of the identified Key Personnel become
21 unavailable, CONSULTANT may substitute other personnel of equal or greater
22 competence upon written approval by DISTRICT. In the event that DISTRICT
23 and CONSULTANT cannot agree as to the substitution of the Key Personnel,
24 DISTRICT may terminate the Task Order, pursuant to the applicable provisions
25 of this Agreement.
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1 4. TERM

2 The term of this Agreement shall become effective on the date the Agreement is
3 executed by DISTRICT'S Board of Supervisors, and shall remain in effect through the
4 required date for completion of an assigned Task Order, provided that such Task Order
5 was approved prior to June 30, 2015 and completed by June 30, 2016.

6 5. COMPENSATION

7 CONSULTANT shall receive compensation for all services satisfactorily performed and
8 expenses incurred under this Agreement in accordance with the terms of the approved
9 Task Order(s) and "Fee Schedule" as set forth on Attachment "C". The total amount to
10 be paid to CONSULTANT for the performance of all Task Orders approved pursuant to
11 this Agreement shall not exceed two hundred fifty thousand dollars (\$250,000) in any
12 fiscal year and shall not exceed the sum of seven hundred fifty thousand dollars
13 (\$750,000) over the entire term of this Agreement.

14 6. PAYMENTS

15 Progress payments shall be made in accordance with the Compensation/Fee Rate
16 Schedule attached to the approved Task Order. Progress payments shall be processed no
17 more than once per month. Upon satisfactory performance of CONSULTANT'S
18 services pursuant to an approved Task Order, DISTRICT shall pay CONSULTANT
19 within forty-five (45) days after DISTRICT'S receipt of CONSULTANT'S appropriate
20 invoices. DISTRICT shall not pay interest or finance charges on any outstanding
21 balance(s). CONSULTANT shall keep employee and expense records according to
22 customary accounting methods and such records shall, upon request, be available for
23 inspection by DISTRICT to verify the invoices of CONSULTANT. All invoices shall
24 itemize charges to conform to the Compensation/Fee Rate Schedule negotiated for the
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1 task order. DISTRICT shall notify CONSULTANT of any disputed amounts on invoice
2 within thirty (30) days of receipt.

3 7. PROJECT PERFORMANCE

4 A. Commencement of Services

5 CONSULTANT shall commence performance of the services for each Task
6 Order upon receipt of DISTRICT'S approved Task Order.

7
8 B. Time of Completion

9 Time is of the essence in the performance of this Agreement. CONSULTANT
10 shall complete services in accordance with the schedule(s) set forth in the
11 approved Task Order(s).

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

16
17 9. STANDARD OF CARE

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

In the event CONSULTANT'S data, technical studies, reports, plans, specifications, estimates or any work products contain any errors or omissions that cause DISTRICT to incur additional expense beyond what would have otherwise resulted if there were no errors or omissions in CONSULTANT'S data, technical studies, reports, plans, specifications, estimates or any work products, such additional expense shall be borne solely by CONSULTANT.

11. 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.

12. 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: Chief of Regulatory Division

STETSON ENGINEERS INC.
2171 E. Francisco Blvd., Suite K
San Rafael, CA 94901
Attn: Scott Thomas

13. REQUIRED INSURANCE

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

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

A. Workers' Compensation

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

B. Commercial General Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT'S performance of its obligations hereunder. Policy shall name the Riverside County Flood Control and Water Conservation District, the County of Riverside, its agencies,

1 districts, special districts, and departments, their respective directors, officers,
2 Board of Supervisors, employees, elected or appointed officials, employees,
3 agents or representatives as additional insureds. Policy's limit of liability shall
4 not be less than \$1,000,000 per occurrence combined single limit. If such
5 insurance contains a general aggregate limit, it shall apply separately to this
6 Agreement or be no less than two (2) times the occurrence limit.

7
8 C. Vehicle Liability

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

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20 D. Professional Liability

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

8 E. General Insurance Provisions – All Lines

- 9 a. Any insurance carrier providing insurance coverage hereunder shall be
10 admitted to the State of California and have an A.M. BEST rating of not
11 less than an A: VIII (A: 8) unless such requirements are waived, in
12 writing, by the County Risk Manager. If the County's Risk Manager
13 waives a requirement for a particular insurer such waiver is only valid for
14 the specific insurer and only for one policy term.
- 15 b. CONSULTANT must declare its insurance self-insured retention for each
16 coverage required herein. If any such self-insured retention exceeds
17 \$500,000 per occurrence each such retention shall have the prior written
18 consent of the County Risk Manager before the commencement of
19 operations under this Agreement. Upon notification of self-insured
20 retention deemed unacceptable to DISTRICT, and at the election of the
21 County's Risk Manager, CONSULTANT'S carriers shall either: 1) reduce
22 or eliminate such self-insured retention with respect to this Agreement
23 with DISTRICT, or 2) procure a bond which guarantees payment of
24 losses and related investigations, claims administration, and defense costs
25 and expenses.
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1 c. CONSULTANT shall cause their insurance carrier(s) to furnish
2 DISTRICT with: 1) a properly executed original certificate(s) of
3 insurance and original certified copies of endorsements effecting
4 coverage as required herein; and 2) if requested to do so orally or in
5 writing by the County Risk Manager, provide original certified copies of
6 policies including all endorsements and all attachments thereto, showing
7 such insurance is in full force and effect. Further, said certificate(s) and
8 policies of insurance shall contain the covenant of the insurance carrier(s)
9 that thirty (30) days written notice shall be given to DISTRICT prior to
10 any material modification, cancellation, expiration, or reduction in
11 coverage of such insurance. In the event of a material modification,
12 cancellation, expiration, or reduction in coverage, this Agreement shall
13 terminate forthwith, unless DISTRICT receives, prior to such effective
14 date, another properly executed original certificate of insurance and
15 original copies of endorsements or original certified policies, including all
16 endorsements and attachments thereto, evidencing coverages set forth
17 herein and the insurance required herein is in full force and effect.
18 Individual(s) authorized by the insurance carrier to do so on its behalf
19 shall sign the original endorsements for each policy and the certificate of
20 insurance.
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24 d. It is understood and agreed by the parties hereto that CONSULTANT'S
25 insurance shall be construed as primary insurance, and DISTRICT'S
26 insurance and/or deductibles and/or self-insured retentions or self-insured
27 programs shall not be construed as contributory.
28

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

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

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

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

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

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

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

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

3 15. WORK PRODUCT

4 CONSULTANT shall provide DISTRICT with all data, calculations, technical studies,
5 plans, specifications, computer files, field notes, estimates, drawings, logs, reports and
6 any other documents as set forth in the approved Task Order(s). All data, calculations,
7 technical studies, plans, specifications, computer files, field notes, drawings, logs,
8 reports and any other documents produced by CONSULTANT in the performance of the
9 services as set forth in the approved Task Order(s) shall be and remain the sole property
10 of DISTRICT. CONSULTANT shall not publish or transfer any material produced or
11 resulting from activities supported by this Agreement without the written consent of the
12 General Manager-Chief Engineer of DISTRICT. If any such material is subject to
13 copyright or trademark, the parties agree that the right to any and all copyright and/or
14 trademark in and to the material is expressly reserved to DISTRICT. If any such
15 material is copyrighted, the parties hereto understand and agree that DISTRICT reserves
16 a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such
17 material, in whole or in part, and to authorize others to do so, provided written credit is
18 given the author.
19
20

21 16. TERMINATION

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

23 A. Agreement

- 24
25 1) Terminate this Agreement without cause upon providing CONSULTANT
26 thirty (30) days written notice stating the extent and effective date of
27 termination; or
28

1 2) Upon five (5) days written notice, terminate this Agreement for
2 CONSULTANT default, if CONSULTANT refuses or fails to comply
3 with the provisions of this Agreement or fails to make progress so as to
4 endanger performance and does not cure such failure within a reasonable
5 period of time. In the event of such termination, DISTRICT may proceed
6 with the work in a manner deemed proper 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 In the event DISTRICT terminates this Agreement, DISTRICT shall make
15 payment for all services performed in accordance with this Agreement to the date
16 of termination, a total amount which bears the same ratio to the total maximum
17 fee otherwise payable under this Agreement as the services actually bear to the
18 total services necessary for performance of this Agreement. Notwithstanding any
19 of the other provision of this Agreement, CONSULTANT rights under this
20 Agreement shall terminate (except for fees accrued prior to the date of
21 termination) upon dishonesty, or a willful or material breach of this Agreement
22 by CONSULTANT; or in the event of CONSULTANT'S unwillingness or
23 inability for any reason whatsoever to perform the duties hereunder; or if the
24 Agreement is terminated pursuant to Section 27 (NON-DISCRIMINATION). In
25 such event, CONSULTANT shall not be entitled to any further compensation
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1 under this Agreement. The rights and remedies of DISTRICT provided in this
2 section shall not be exclusive and are in addition to any other rights and remedies
3 provided by law or under this Agreement.

4 B. Approved Task Order

5 Terminate an approved Task Order or portion thereof without cause upon
6 providing CONSULTANT fourteen (14) days written notice stating the extent
7 and effective date of termination. In the event DISTRICT issues a Notice of
8 Termination for an approved Task Order, CONSULTANT shall: i) stop all work
9 under the Task Order on the date specified in the Notice of Termination; and ii)
10 transfer to DISTRICT and deliver in the manner, and to the extent, if any, as
11 directed by DISTRICT, any equipment, data, reports or other documents which,
12 if the Task Order had been completed, would have been required to be furnished
13 to DISTRICT.
14

15 In the event DISTRICT terminates an approved Task Order, DISTRICT shall
16 make payment for all services satisfactorily performed in accordance with the
17 negotiated Task Order to the date of termination, a total amount which bears the
18 same ratio to the total maximum fee otherwise payable under the Task Order as
19 the services actually bear to the total services necessary for performance of the
20 Task Order.
21

22 17. BASIC SERVICES OF CONSULTANT

23 The scope of services associated with the performance of any specific Task Order under
24 this Agreement shall be expressly defined and agreed upon prior to the approval of the
25 Task Order by DISTRICT'S General Manager-Chief Engineer. Any changes to the
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1 approved scope of services must be authorized by DISTRICT'S General Manager-Chief
2 Engineer, and shall be made in writing.

3 All work prepared by CONSULTANT shall be subject to the approval of the Project
4 Manager. CONSULTANT shall allow Project Manager to inspect and review
5 CONSULTANT'S work in progress at any reasonable time. All reports, working papers,
6 and similar work products prepared for submission in the course of providing services
7 under this Agreement shall be submitted to the Project Manager in draft form. In the
8 event that Project Manager, in his or her sole discretion, determines the formally
9 submitted work product to be inadequate, CONSULTANT may be required to revise and
10 resubmit the work at no additional cost to DISTRICT. Should CONSULTANT fail to
11 make requested corrections in a timely manner, such corrections may be made by
12 DISTRICT, and the cost thereof charged to CONSULTANT. The responsibility for
13 accuracy and completeness of such items remains solely that of CONSULTANT.
14 Neither DISTRICT'S review nor approval shall give rise to any liability or responsibility
15 on the part of DISTRICT, or waive any of DISTRICT'S rights, or relieve
16 CONSULTANT of its professional responsibilities or obligations under this Agreement.

17
18
19 18. PREVAILING WAGE

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

4 19. INDEPENDENT CONTRACTOR

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

9
10 20. SUBCONTRACTING

11 CONSULTANT may, at CONSULTANT'S own expense, retain or employ sub-
12 consultants to accomplish certain portions of the work covered by this Agreement.
13 However, except as specifically provided in the Compensation/Fee Rate Schedule
14 attached to the approved Task Order or as expressly identified in this Agreement, no
15 portion of the services pertinent to this Agreement shall be subcontracted without prior
16 written approval and authorization by DISTRICT.

17
18 Should one or more of the sub-consultants, as identified in the Compensation/Fee Rate
19 Schedule attached to the approved Task Order or as expressly identified in this
20 Agreement, become unavailable, CONSULTANT may substitute other sub-consultants
21 of equal or greater competence upon written approval by DISTRICT. In the event that
22 DISTRICT and CONSULTANT cannot agree as to the substitution of the sub-
23 consultant, DISTRICT may terminate the Task Order, pursuant to the applicable
24 provisions of this Agreement.

25
26 In the event CONSULTANT subcontracts any portion of CONSULTANT'S duties under
27 this Agreement, CONSULTANT shall require its Sub-consultants to comply with the
28

1 terms of this Agreement in the same manner as required of CONSULTANT. The fact
2 that CONSULTANT employs Sub-consultants not in his regular employ shall not relieve
3 CONSULTANT of any responsibility regarding the adequacy of the Sub-consultant's
4 work performed or services provided pursuant to this Agreement.

5 21. CHANGES TO TASK ORDER SCOPE OF SERVICES

6 CONSULTANT shall not perform any additional work or services outside the scope of
7 an approved Task Order without the prior written approval of DISTRICT'S General
8 Manager-Chief Engineer. If at any time during the performance of an approved Task
9 Order, CONSULTANT believes that it is necessary to include certain work or services
10 which are not clearly covered under the scope of an approved Task Order,
11 CONSULTANT shall immediately notify the Project Manager in writing of
12 CONSULTANT'S assertion that the work is out of scope. Said notification by
13 CONSULTANT to the Project Manager shall not in any way be construed as proving
14 that the work or services in question are outside the scope of the Task Order. The Project
15 Manager must approve or reject CONSULTANT'S assertion in writing. In the event the
16 Project Manager determines that CONSULTANT is correct, the additional work or
17 services shall be authorized by a new or revised Task Order that covers the new scope,
18 cost and schedule. In the event that such notification is not given or if the Project
19 Manager is not afforded an opportunity to negotiate the appropriate fee for such
20 additional services prior to CONSULTANT'S commencement of such additional
21 services, then CONSULTANT shall be deemed to have agreed to perform the work or
22 services without any additional compensation and to have accepted sole responsibility
23 for the performance of said work or services. Extra work done or services performed
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1 without a new or revised Task Order from DISTRICT'S General Manager-Chief
2 Engineer shall be considered unauthorized and shall not be paid for by DISTRICT.

3 At any time during the performance of an approved Task Order, DISTRICT may request
4 that CONSULTANT perform extra services. Any work which is determined by
5 DISTRICT to be necessary for the proper completion of the approved Task Order, but
6 which neither CONSULTANT nor DISTRICT reasonably anticipated would be
7 necessary at the time the scope of services for the assigned Task Order was approved,
8 must be authorized by DISTRICT'S General Manager-Chief Engineer by a new or
9 revised Task Order.
10

11 At any time during the performance of the Task Order, the Project Manager, upon
12 providing five (5) days written notice to CONSULTANT, may delete services and the
13 associated fees from the Task Order. In the event DISTRICT requests deletion of
14 services from the Task Order, DISTRICT shall make payment for all services
15 satisfactorily performed in accordance with the negotiated Task Order up to the effective
16 date of deletion; the amount of the payment shall be prorated to the total services
17 necessary for completion of the Task Order. No work product for the deleted services
18 shall be provided to DISTRICT.
19

20 22. DISPUTES

21 A. In the event CONSULTANT considers any work demanded of CONSULTANT
22 to be outside the requirements of this Agreement, or if CONSULTANT considers
23 any order, instruction or decision of DISTRICT to be unfair, CONSULTANT
24 shall promptly, upon receipt of such order, instruction or decision, ask for a
25 written confirmation of the same whereupon CONSULTANT shall proceed
26 without delay to perform the work or to conform to the order, instruction, or
27
28

1 decision. However, if CONSULTANT finds such order, instruction or decision
 2 unsatisfactory, CONSULTANT shall, within twenty-one (21) calendar days after
 3 receipt of same, file a written protest with DISTRICT stating clearly and in detail
 4 its objections and reasons therefor. Except for such protests or objections as are
 5 made of record in the manner specified and within the time stated herein, and
 6 except for such instances where the basis of a protest could not reasonably have
 7 been foreseen by CONSULTANT within the time limit specified for protest,
 8 CONSULTANT hereby waives all grounds for protests or objections to orders,
 9 instruction, or decisions of DISTRICT and hereby agrees that, as to all matters
 10 not included in such protests, the orders, instructions and decisions of DISTRICT
 11 will be limited to matters properly falling within DISTRICT'S authority.
 12

13 B. Any controversy or claim arising out of or relating to this Agreement which
 14 cannot be resolved by mutual agreement may be settled by arbitration, provided
 15 that the parties hereto mutually agree to submit to arbitration.
 16

17 C. Neither the pendency of a dispute nor its consideration by arbitration shall excuse
 18 CONSULTANT from full and timely performance in accordance with the terms
 19 of this Agreement.
 20

21 23. ASSIGNMENT

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

24 24. CONFLICT OF INTEREST

25 CONSULTANT covenants that it presently has no interest, including but not limited to,
 26 other projects or independent contracts, and shall not acquire any such interest, direct or
 27 indirect, which would conflict in any manner or degree with the performance of services
 28

1 required to be performed under this Agreement. CONSULTANT further covenants that
2 in the performance of this Agreement, no person having any such interest shall be
3 employed or retained by it under this Agreement.

4 25. JURISDICTION/LAW/SEVERABILITY

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

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

16
17 26. WAIVER

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

24
25 27. NON-DISCRIMINATION

26 In the performance of the terms of this Agreement, CONSULTANT shall not engage in
27 nor permit others he may employ to engage in discrimination in the employment of
28

1 persons because of the race, color, national origin or ancestry, religion, physical
2 handicap, disability as defined by the Americans with Disabilities Act (ADA), medical
3 condition, marital status or sex of such persons, in accordance with the provision of
4 California Labor Code Section 1735.

5 28. NON-APPROPRIATION OF FUNDS

6 It is mutually agreed and understood that the obligation(s) of DISTRICT are limited by
7 and contingent upon the availability of DISTRICT funds for the reimbursement of
8 CONSULTANT'S fees. In the event that such funds are not forthcoming for any reason,
9 DISTRICT shall immediately notify CONSULTANT in writing. This Agreement shall
10 be deemed terminated and have no further force and effect immediately upon receipt of
11 DISTRICT'S notification by CONSULTANT. In the event of such termination,
12 CONSULTANT shall be entitled to reimbursement of its costs in accordance with
13 Sections 5 and 6 (COMPENSATION and PAYMENTS).
14

15 //

16 //
17

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

NOV 20 2012

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: Warren D. Williams
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: Kecia Harper-Ihem
Deputy

(SEAL)

Consulting Services Agreement
Stetson Engineers Inc. (FY 2012-13 to FY 2014-15)
10/25/12

STETSON ENGINEERS INC.

Oliver S. Page
Signature of Responsible Officer

OLIVER S. PAGE
Printed Name

CEO/CEO
Title

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Consulting Services Agreement
Stetson Engineers Inc. (FY 2012-13 to FY 2014-15)
10/25/12

ATTACHMENT "A"

SCOPE OF SERVICES

CONSULTANT may be asked to perform one or more of the following types of services as specifically directed in Task Orders issued to CONSULTANT:

1. PROJECT MANAGEMENT - STAFF EXTENSION – TRAINING – ENGINEERING STUDIES

- A. Interface with DISTRICT, attend meetings, brief departmental points of contact on project status, and maintain DISTRICT provided project schedule and fiscal tracking reports.
- B. Prepare project Task Orders which should include written description of scope and verification of program, schematic and single line drawings, and digital photo documentation of area of work.
- C. Prepare budget cost estimates, and coordinate preparation of more detailed cost estimates by subconsultants.
- D. Prepare and deliver formal training sessions/lectures to DISTRICT staff in technical areas such as hydrology, hydraulics, structural analysis, computer aided design, geomorphology, etc.
- E. Coordinate the preparation of design and construction documents by consultant design professionals.
- F. Prepare or review hydrology and hydraulic studies and associated documents to revise FEMA flood insurance rate maps.
- G. Prepare studies and documentation to support levee certification report submittals to FEMA.
- H. Prepare dam inundation studies and mapping to support Emergency Action Plans.

ATTACHMENT "B"

TASK ORDER APPROVAL FORM

CONSULTANT: _____

PROJECT NAME: _____

The Scope of Services for _____, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, shall constitute an approved Task Order pursuant to the Agreement between the DISTRICT and CONSULTANT dated _____ ("AGREEMENT"). CONSULTANT agrees to perform the services described in Exhibit "A" within the time set forth in the Project Schedule as described in Exhibit "B" attached hereto and incorporated herein, for a fee amount of \$_____, unless otherwise modified by the DISTRICT'S Project Manager in a subsequent Task Order Approval Form. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "C" and incorporated herein by this reference.

Performance of the services shall be subject to the terms and conditions contained in the AGREEMENT.

Dated this _____ day of _____
(To be filled in by General Manager-Chief Engineer)

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

By: _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

STETSON ENGINEERS INC.

By: _____
OLIVER S. PAGE
CEO/CFO



**STETSON
ENGINEERS INC.**

2171 E. Francisco Blvd., Suite K • San Rafael, California 94901
Phone: (415) 457-0701 • FAX: (415) 457-1638 • Web site: www.stetsonengineers.com

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

Standard Billing Rate Schedule

Professional Fees

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

Effective November 1, 2009

Direct Expense Rates

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

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

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

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

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

CONSULTING SERVICES AGREEMENT
FY 2012-13 to FY 2014-15

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", and TETRA TECH, INC., hereinafter called "CONSULTANT", hereby agree as follows:

1. PROJECT

CONSULTANT shall provide on-call civil engineering and ancillary services in accordance with applicable federal, state, and local laws and regulations as requested by DISTRICT.

2. SCOPE OF SERVICES

As requested by DISTRICT, CONSULTANT shall provide design and construction related services in support of DISTRICT's capital improvement projects as further described in the "Scope of Services", attached hereto as Attachment "A" and made a part hereof, in support of DISTRICT'S capital improvement projects on an "on-call" basis. During the term of this Agreement, CONSULTANT may be invited to submit proposals for some of the various services listed in Attachment "A" as requested by DISTRICT and be assigned subsequent Task Orders, the form of which is Attachment "B" hereto. CONSULTANT understands and expressly agrees that the execution of this Agreement by CONSULTANT and/or the submission of any proposal to furnish services does not guarantee the assignment or approval of any subsequent Task Order(s).

By entering into this Agreement, CONSULTANT assumes responsible charge of the work pursuant to Section 6703 of the Professional Engineers Act; Chapter 7 of Division 3 of the Business and Professions Code, and shall be wholly responsible for the completeness and accuracy of all data, technical studies, reports, plans, specifications

NOV 20 2012 116

1 and estimates prepared pursuant to this Agreement, and shall check all such material
2 accordingly.

3 3. PERSONNEL

4 A. Project Manager

5 For each Task Order, DISTRICT shall designate a representative who shall act as
6 DISTRICT'S Project Manager ("Project Manager"). DISTRICT shall provide
7 written notice to CONSULTANT of any change in Project Manager assignment
8 for a given Task Order.

9
10 B. CONSULTANT'S Representative

11 CONSULTANT shall appoint a designated Representative for each assigned
12 Task Order who shall be responsible for coordinating all aspects of the assigned
13 Task Order. CONSULTANT'S Representative shall be available to DISTRICT'S
14 Project Manager at reasonable times. CONSULTANT may appoint another
15 person as Representative upon written notice to DISTRICT.

16
17 C. Substitution of Key Personnel

18 At the time of Task Order approval, CONSULTANT shall identify its Key
19 Personnel who will perform each assigned Task Order to DISTRICT'S Project
20 Manager. Should one or more of the identified Key Personnel become
21 unavailable, CONSULTANT may substitute other personnel of equal or greater
22 competence upon written approval by DISTRICT. In the event that DISTRICT
23 and CONSULTANT cannot agree as to the substitution of the Key Personnel,
24 DISTRICT may terminate the Task Order, pursuant to the applicable provisions
25 of this Agreement.
26
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1 4. TERM

2 The term of this Agreement shall become effective on the date the Agreement is
3 executed by DISTRICT'S Board of Supervisors, and shall remain in effect through the
4 required date for completion of an assigned Task Order, provided that such Task Order
5 was approved prior to June 30, 2015 and completed by June 30, 2016.

6 5. COMPENSATION

7 CONSULTANT shall receive compensation for all services satisfactorily performed and
8 expenses incurred under this Agreement in accordance with the terms of the approved
9 Task Order(s) and "Fee Schedule" as set forth on Attachment "C". The total amount to
10 be paid to CONSULTANT for the performance of all Task Orders approved pursuant to
11 this Agreement shall not exceed two hundred fifty thousand dollars (\$250,000) in any
12 fiscal year and shall not exceed the sum of seven hundred fifty thousand dollars
13 (\$750,000) over the entire term of this Agreement.

14 6. PAYMENTS

15 Progress payments shall be made in accordance with the Compensation/Fee Rate
16 Schedule attached to the approved Task Order. Progress payments shall be processed no
17 more than once per month. Upon satisfactory performance of CONSULTANT'S
18 services pursuant to an approved Task Order, DISTRICT shall pay CONSULTANT
19 within forty-five (45) days after DISTRICT'S receipt of CONSULTANT'S appropriate
20 invoices. DISTRICT shall not pay interest or finance charges on any outstanding
21 balance(s). CONSULTANT shall keep employee and expense records according to
22 customary accounting methods and such records shall, upon request, be available for
23 inspection by DISTRICT to verify the invoices of CONSULTANT. All invoices shall
24 itemize charges to conform to the Compensation/Fee Rate Schedule negotiated for the
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1 task order. DISTRICT shall notify CONSULTANT of any disputed amounts on invoice
2 within thirty (30) days of receipt.

3 7. PROJECT PERFORMANCE

4 A. Commencement of Services

5 CONSULTANT shall commence performance of the services for each Task
6 Order upon receipt of DISTRICT'S approved Task Order.

7 B. Time of Completion

8 Time is of the essence in the performance of this Agreement. CONSULTANT
9 shall complete services in accordance with the schedule(s) set forth in the
10 approved Task Order(s).
11

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

17 9. STANDARD OF CARE

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

10. ERRORS AND OMISSIONS

In the event CONSULTANT'S data, technical studies, reports, plans, specifications, estimates or any work products contain any errors or omissions that cause DISTRICT to incur additional expense beyond what would have otherwise resulted if there were no errors or omissions in CONSULTANT'S data, technical studies, reports, plans, specifications, estimates or any work products, such additional expense shall be borne solely by CONSULTANT.

11. 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.

12. 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: Chief of Regulatory Division

TETRA TECH, INC.
3475 E. Foothill Boulevard, Suite 300
Pasadena, CA 91107
Attn: Patti Sexton

13. REQUIRED INSURANCE

1
2 CONSULTANT shall not commence operations until DISTRICT has been furnished
3 with original certificate(s) of insurance and original certified copies of endorsements and
4 if requested, certified original policies of insurance including all endorsements and any
5 and all other attachments as required in this Section.

6 Without limiting or diminishing CONSULTANT'S obligation to indemnify or hold
7 DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be
8 maintained, at its sole cost and expense, the following insurance coverages during the
9 term of this Agreement:
10

11 A. Workers' Compensation

12 If CONSULTANT has employees as defined by the State of California,
13 CONSULTANT shall maintain statutory Workers' Compensation Insurance
14 (Coverage A) as prescribed by the laws of the State of California. Policy shall
15 include Employer's Liability (Coverage B) including Occupational Disease with
16 limits not less than \$1,000,000 per person per accident. Policy shall be endorsed
17 to waive subrogation in favor of DISTRICT and, if applicable, to provide a
18 Borrowed Servant/Alternate Employer endorsement.
19

20 B. Commercial General Liability

21 Commercial General Liability insurance coverage, including but not limited to,
22 premises liability, unmodified contractual liability, products and completed
23 operations liability, personal and advertising injury, and cross liability coverage,
24 covering claims which may arise from or out of CONSULTANT'S performance
25 of its obligations hereunder. Policy shall name the Riverside County Flood
26 Control and Water Conservation District, the County of Riverside, its agencies,
27
28

1 districts, special districts, and departments, their respective directors, officers,
2 Board of Supervisors, employees, elected or appointed officials, employees,
3 agents or representatives as additional insureds. Policy's limit of liability shall
4 not be less than \$1,000,000 per occurrence combined single limit. If such
5 insurance contains a general aggregate limit, it shall apply separately to this
6 Agreement or be no less than two (2) times the occurrence limit.

7
8 C. Vehicle Liability

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

19
20 D. Professional Liability

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

7
8 **E. General Insurance Provisions – All Lines**

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

23 d. It is understood and agreed by the parties hereto that CONSULTANT'S
24 insurance shall be construed as primary insurance, and DISTRICT'S
25 insurance and/or deductibles and/or self-insured retentions or self-insured
26 programs shall not be construed as contributory.
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- 1 e. If, during the term of this Agreement or any extension thereof, there is a
2 material change in the scope of services; or there is a material change in
3 the equipment to be used in the performance of the scope of work which
4 will add additional exposures (such as the use of aircraft, watercraft,
5 cranes, etc.); or the term of this Agreement, including any extensions
6 thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the
7 types of insurance required under this Agreement and the monetary limits
8 of liability for the insurance coverage currently required herein, if, in the
9 County Risk Manager's reasonable judgment, the amount or type of
10 insurance carried by CONSULTANT has become inadequate.
- 11
- 12 f. CONSULTANT shall pass down the insurance obligations contained
13 herein to all tiers of subcontractors working under this Agreement.
- 14
- 15 g. The insurance requirements contained in this Agreement may be met with
16 a program(s) of self-insurance acceptable to DISTRICT.
- 17
- 18 h. CONSULTANT agrees to notify DISTRICT of any claim by a third party
19 or any incident or event that may give rise to a claim arising from the
20 performance of this Agreement.

21 14. INDEMNIFICATION

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

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

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

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

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

23
24 In the event there is conflict between this section and California Civil Code Section
25 2782, this section shall be interpreted to comply with California Civil Code Section
26 2782. Such interpretation shall not relieve CONSULTANT from indemnifying
27 DISTRICT (including its directors, officers, Board of Supervisors, elected and appointed
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officials, employees, agents and representatives) or the County of Riverside to the fullest extent allowed by law.

15. WORK PRODUCT

CONSULTANT shall provide DISTRICT with all data, calculations, technical studies, plans, specifications, computer files, field notes, estimates, drawings, logs, reports and any other documents as set forth in the approved Task Order(s). All data, calculations, technical studies, plans, specifications, computer files, field notes, drawings, logs, reports and any other documents produced by CONSULTANT in the performance of the services as set forth in the approved Task Order(s) shall be and remain the sole property of DISTRICT. CONSULTANT shall not publish or transfer any material produced or resulting from activities supported by this Agreement without the written consent of the General Manager-Chief Engineer of DISTRICT. If any such material is subject to copyright or trademark, the parties agree that the right to any and all copyright and/or trademark in and to the material is expressly reserved to DISTRICT. If any such material is copyrighted, the parties hereto understand and agree that DISTRICT reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such material, in whole or in part, and to authorize others to do so, provided written credit is given the author.

16. TERMINATION

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

A. Agreement

- 1) Terminate this Agreement without cause upon providing CONSULTANT thirty (30) days written notice stating the extent and effective date of termination; or

1 2) Upon five (5) days written notice, terminate this Agreement for
2 CONSULTANT default, if CONSULTANT refuses or fails to comply
3 with the provisions of this Agreement or fails to make progress so as to
4 endanger performance and does not cure such failure within a reasonable
5 period of time. In the event of such termination, DISTRICT may proceed
6 with the work in a manner deemed proper to DISTRICT.

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

13 In the event DISTRICT terminates this Agreement, DISTRICT shall make
14 payment for all services performed in accordance with this Agreement to the date
15 of termination, a total amount which bears the same ratio to the total maximum
16 fee otherwise payable under this Agreement as the services actually bear to the
17 total services necessary for performance of this Agreement. Notwithstanding any
18 of the other provision of this Agreement, CONSULTANT rights under this
19 Agreement shall terminate (except for fees accrued prior to the date of
20 termination) upon dishonesty, or a willful or material breach of this Agreement
21 by CONSULTANT; or in the event of CONSULTANT'S unwillingness or
22 inability for any reason whatsoever to perform the duties hereunder; or if the
23 Agreement is terminated pursuant to Section 27 (NON-DISCRIMINATION). In
24 such event, CONSULTANT shall not be entitled to any further compensation
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1 under this Agreement. The rights and remedies of DISTRICT provided in this
2 section shall not be exclusive and are in addition to any other rights and remedies
3 provided by law or under this Agreement.

4 B. Approved Task Order

5 Terminate an approved Task Order or portion thereof without cause upon
6 providing CONSULTANT fourteen (14) days written notice stating the extent
7 and effective date of termination. In the event DISTRICT issues a Notice of
8 Termination for an approved Task Order, CONSULTANT shall: i) stop all work
9 under the Task Order on the date specified in the Notice of Termination; and ii)
10 transfer to DISTRICT and deliver in the manner, and to the extent, if any, as
11 directed by DISTRICT, any equipment, data, reports or other documents which,
12 if the Task Order had been completed, would have been required to be furnished
13 to DISTRICT.
14

15 In the event DISTRICT terminates an approved Task Order, DISTRICT shall
16 make payment for all services satisfactorily performed in accordance with the
17 negotiated Task Order to the date of termination, a total amount which bears the
18 same ratio to the total maximum fee otherwise payable under the Task Order as
19 the services actually bear to the total services necessary for performance of the
20 Task Order.
21

22 17. BASIC SERVICES OF CONSULTANT

23 The scope of services associated with the performance of any specific Task Order under
24 this Agreement shall be expressly defined and agreed upon prior to the approval of the
25 Task Order by DISTRICT'S General Manager-Chief Engineer. Any changes to the
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1 approved scope of services must be authorized by DISTRICT'S General Manager-Chief
2 Engineer, and shall be made in writing.

3 All work prepared by CONSULTANT shall be subject to the approval of the Project
4 Manager. CONSULTANT shall allow Project Manager to inspect and review
5 CONSULTANT'S work in progress at any reasonable time. All reports, working papers,
6 and similar work products prepared for submission in the course of providing services
7 under this Agreement shall be submitted to the Project Manager in draft form. In the
8 event that Project Manager, in his or her sole discretion, determines the formally
9 submitted work product to be inadequate, CONSULTANT may be required to revise and
10 resubmit the work at no additional cost to DISTRICT. Should CONSULTANT fail to
11 make requested corrections in a timely manner, such corrections may be made by
12 DISTRICT, and the cost thereof charged to CONSULTANT. The responsibility for
13 accuracy and completeness of such items remains solely that of CONSULTANT.
14 Neither DISTRICT'S review nor approval shall give rise to any liability or responsibility
15 on the part of DISTRICT, or waive any of DISTRICT'S rights, or relieve
16 CONSULTANT of its professional responsibilities or obligations under this Agreement.

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19 18. PREVAILING WAGE

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

4 19. INDEPENDENT CONTRACTOR

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

9
10 20. SUBCONTRACTING

11 CONSULTANT may, at CONSULTANT'S own expense, retain or employ sub-
12 consultants to accomplish certain portions of the work covered by this Agreement.
13 However, except as specifically provided in the Compensation/Fee Rate Schedule
14 attached to the approved Task Order or as expressly identified in this Agreement, no
15 portion of the services pertinent to this Agreement shall be subcontracted without prior
16 written approval and authorization by DISTRICT.

17
18 Should one or more of the sub-consultants, as identified in the Compensation/Fee Rate
19 Schedule attached to the approved Task Order or as expressly identified in this
20 Agreement, become unavailable, CONSULTANT may substitute other sub-consultants
21 of equal or greater competence upon written approval by DISTRICT. In the event that
22 DISTRICT and CONSULTANT cannot agree as to the substitution of the sub-
23 consultant, DISTRICT may terminate the Task Order, pursuant to the applicable
24 provisions of this Agreement.

25
26 In the event CONSULTANT subcontracts any portion of CONSULTANT'S duties under
27 this Agreement, CONSULTANT shall require its Sub-consultants to comply with the
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1 terms of this Agreement in the same manner as required of CONSULTANT. The fact
2 that CONSULTANT employs Sub-consultants not in his regular employ shall not relieve
3 CONSULTANT of any responsibility regarding the adequacy of the Sub-consultant's
4 work performed or services provided pursuant to this Agreement.

5 21. CHANGES TO TASK ORDER SCOPE OF SERVICES

6 CONSULTANT shall not perform any additional work or services outside the scope of
7 an approved Task Order without the prior written approval of DISTRICT'S General
8 Manager-Chief Engineer. If at any time during the performance of an approved Task
9 Order, CONSULTANT believes that it is necessary to include certain work or services
10 which are not clearly covered under the scope of an approved Task Order,
11 CONSULTANT shall immediately notify the Project Manager in writing of
12 CONSULTANT'S assertion that the work is out of scope. Said notification by
13 CONSULTANT to the Project Manager shall not in any way be construed as proving
14 that the work or services in question are outside the scope of the Task Order. The
15 Project Manager must approve or reject CONSULTANT'S assertion in writing. In the
16 event the Project Manager determines that CONSULTANT is correct, the additional
17 work or services shall be authorized by a new or revised Task Order that covers the new
18 scope, cost and schedule. In the event that such notification is not given or if the Project
19 Manager is not afforded an opportunity to negotiate the appropriate fee for such
20 additional services prior to CONSULTANT'S commencement of such additional
21 services, then CONSULTANT shall be deemed to have agreed to perform the work or
22 services without any additional compensation and to have accepted sole responsibility
23 for the performance of said work or services. Extra work done or services performed
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1 without a new or revised Task Order from DISTRICT'S General Manager-Chief
2 Engineer shall be considered unauthorized and shall not be paid for by DISTRICT.

3 At any time during the performance of an approved Task Order, DISTRICT may request
4 that CONSULTANT perform extra services. Any work which is determined by
5 DISTRICT to be necessary for the proper completion of the approved Task Order, but
6 which neither CONSULTANT nor DISTRICT reasonably anticipated would be
7 necessary at the time the scope of services for the assigned Task Order was approved,
8 must be authorized by DISTRICT'S General Manager-Chief Engineer by a new or
9 revised Task Order.
10

11 At any time during the performance of the Task Order, the Project Manager, upon
12 providing five (5) days written notice to CONSULTANT, may delete services and the
13 associated fees from the Task Order. In the event DISTRICT requests deletion of
14 services from the Task Order, DISTRICT shall make payment for all services
15 satisfactorily performed in accordance with the negotiated Task Order up to the effective
16 date of deletion; the amount of the payment shall be prorated to the total services
17 necessary for completion of the Task Order. No work product for the deleted services
18 shall be provided to DISTRICT.
19

20 22. DISPUTES

21 A. In the event CONSULTANT considers any work demanded of CONSULTANT
22 to be outside the requirements of this Agreement, or if CONSULTANT considers
23 any order, instruction or decision of DISTRICT to be unfair, CONSULTANT
24 shall promptly, upon receipt of such order, instruction or decision, ask for a
25 written confirmation of the same whereupon CONSULTANT shall proceed
26 without delay to perform the work or to conform to the order, instruction, or
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1 decision. However, if CONSULTANT finds such order, instruction or decision
2 unsatisfactory, CONSULTANT shall, within twenty-one (21) calendar days after
3 receipt of same, file a written protest with DISTRICT stating clearly and in detail
4 its objections and reasons therefor. Except for such protests or objections as are
5 made of record in the manner specified and within the time stated herein, and
6 except for such instances where the basis of a protest could not reasonably have
7 been foreseen by CONSULTANT within the time limit specified for protest,
8 CONSULTANT hereby waives all grounds for protests or objections to orders,
9 instruction, or decisions of DISTRICT and hereby agrees that, as to all matters
10 not included in such protests, the orders, instructions and decisions of DISTRICT
11 will be limited to matters properly falling within DISTRICT'S authority.
12

13 B. Any controversy or claim arising out of or relating to this Agreement which
14 cannot be resolved by mutual agreement may be settled by arbitration, provided
15 that the parties hereto mutually agree to submit to arbitration.
16

17 C. Neither the pendency of a dispute nor its consideration by arbitration shall excuse
18 CONSULTANT from full and timely performance in accordance with the terms
19 of this Agreement.
20

21 23. ASSIGNMENT

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

24 24. CONFLICT OF INTEREST

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

4 25. JURISDICTION/LAW/SEVERABILITY

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

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

16 26. WAIVER

17 Any waiver by DISTRICT of any breach of any one or more of the terms of this
18 Agreement shall not be construed to be a waiver of any subsequent or other breach of the
19 same or any other term thereof. Failure on the part of DISTRICT to require exact, full
20 and complete compliance with any terms of this Agreement shall not be construed as in
21 any manner changing the terms hereof, or estopping DISTRICT from enforcement
22 hereof.
23

24 27. NON-DISCRIMINATION

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

5 28. NON-APPROPRIATION OF FUNDS

6 It is mutually agreed and understood that the obligation(s) of DISTRICT are limited by
7 and contingent upon the availability of DISTRICT funds for the reimbursement of
8 CONSULTANT'S fees. In the event that such funds are not forthcoming for any reason,
9 DISTRICT shall immediately notify CONSULTANT in writing. This Agreement shall
10 be deemed terminated and have no further force and effect immediately upon receipt of
11 DISTRICT'S notification by CONSULTANT. In the event of such termination,
12 CONSULTANT shall be entitled to reimbursement of its costs in accordance with
13 Sections 5 and 6 (COMPENSATION and PAYMENTS).
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

NOV 20 2012

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: Warren D. Williams
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: Karubogian
Deputy

(SEAL)

Consulting Services Agreement
Tetra Tech, Inc. (FY 2012-13 to FY 2014-15)
10/24/12

TETRA TECH, INC.

Janis B. Salin
Signature of Responsible Officer

Janis B. Salin
Printed Name

Senior V.P., General Counsel and Secretary
Title

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Consulting Services Agreement
Tetra Tech, Inc. (FY 2012-13 to FY 2014-15)
10/25/12

ATTACHMENT "A"

SCOPE OF SERVICES

CONSULTANT may be asked to perform one or more of the following types of services as specifically directed in Task Orders issued to CONSULTANT:

1. PROJECT MANAGEMENT - STAFF EXTENSION – TRAINING – ENGINEERING STUDIES

- A. Interface with DISTRICT, attend meetings, brief departmental points of contact on project status, and maintain DISTRICT provided project schedule and fiscal tracking reports.
- B. Prepare project Task Orders which should include written description of scope and verification of program, schematic and single line drawings, and digital photo documentation of area of work.
- C. Prepare budget cost estimates, and coordinate preparation of more detailed cost estimates by subconsultants.
- D. Prepare and deliver formal training sessions/lectures to DISTRICT staff in technical areas such as hydrology, hydraulics, structural analysis, computer aided design, geomorphology, etc.
- E. Coordinate the preparation of design and construction documents by consultant design professionals.
- F. Prepare or review hydrology and hydraulic studies and associated documents to revise FEMA flood insurance rate maps.
- G. Prepare studies and documentation to support levee certification report submittals to FEMA.
- H. Prepare dam inundation studies and mapping to support Emergency Action Plans.

ATTACHMENT "B"

TASK ORDER APPROVAL FORM

CONSULTANT: _____

PROJECT NAME: _____

The Scope of Services for _____, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, shall constitute an approved Task Order pursuant to the Agreement between the DISTRICT and CONSULTANT dated _____ ("AGREEMENT"). CONSULTANT agrees to perform the services described in Exhibit "A" within the time set forth in the Project Schedule as described in Exhibit "B" attached hereto and incorporated herein, for a fee amount of \$ _____, unless otherwise modified by the DISTRICT'S Project Manager in a subsequent Task Order Approval Form. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "C" and incorporated herein by this reference.

Performance of the services shall be subject to the terms and conditions contained in the AGREEMENT.

Dated this _____ day of _____
(To be filled in by General Manager-Chief Engineer)

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

By: _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

TETRA TECH, INC.

By: _____
PATTI SEXTON
Program Manager

ATTACHMENT "C"

Fee Schedule

TETRA TECH, INC.

2013

**HOURLY CHARGE RATE AND
EXPENSE REIMBURSEMENT SCHEDULE**

Professional

Engineering Intern/Technician.....	\$ 70.00
Designer/CAD Operator/Engineer I	\$ 111.50
Engineer II and III/Senior Designer	\$ 124.00
Biologist.....	\$ 139.50
Planner	\$ 139.50
Staff Engineer	\$ 146.50
Senior Engineer/Landscape Architect	\$ 160.00
Project Engineer/Project Coordinator	\$ 175.50
Senior Planner/Scientist	\$ 196.00
Project Manager/Sr. Project Coordinator ...	\$ 213.50
Senior Geotechnical Manager	\$ 220.00
Senior Project Manager.	\$ 235.00
Program Director/Project Director	\$ 284.50

Administrative

Administrative Clerk	\$ 77.50
Word Processor/Admin. Support	\$ 96.50
Graphic Designer	\$ 135.00

Reproduction, special photography, postage, delivery services, express mail, out-of-area telephone calls, printing and any other services performed by subcontractor, will be billed at cost plus 15%.

Reimbursable In-House Costs

Photo Copies (B&W 8.5"x11")	\$ 0.20/Each
Photo Copies (B&W 11"x17")	\$ 0.50/Each
Color Copies (up to 8.5"x11")	\$ 2.00/Each
Color Copies (to 11"x17")	\$ 3.00/Each
Compact Disks	\$10.00/Each

Large Format Plotting - Bond	\$ 0.50/S.F.
Large Format Plotting - Vellum	\$ 0.75/S.F.
Large Format Plotting - Mylar	\$ 1.75/S.F.
Computer Time	\$ 2.50/Hour
Mileage	\$ per IRS regulations

Forensic Engineer	\$350.00
Court Appearances, Expert Witness Testimony, Depositions, and Preparation for Testimony	\$500.00*

*Minimum \$2,000.00 for half day plus expenses.

NOTE: All rates are effective to September 30, 2013. There will be a negotiated increase in rates, 4% minimum per year, for contracts extending beyond September 30, 2013.