

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



ITEM
11.5
(ID # 7010)

MEETING DATE:

Tuesday, May 22, 2018

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Multi-Year Consulting Services Agreement Between the Riverside County Flood Control and Water Conservation District and Albert A. Webb Associates for San Jacinto River, Stage 3, Project No. 4-0-00020-03, District 5. [\$1,343,800 Total – District Zone 4 Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Consulting Services Agreement between the Riverside County Flood Control and Water Conservation District (District) and Albert A. Webb Associates (Consultant); and
2. Authorize the Chairman to execute the Consulting Services Agreement documents on behalf of the District; and
3. Direct the Clerk of the Board to return two (2) copies of the executed Consulting Services Agreement to the District.

Prev. Agn. Ref.: 11-1 of 12/15/15

MT#3954 11.4 of 04/11/17

ACTION: Policy

Handwritten signature of Jason Uhley in black ink.

Jason Uhley

5/8/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: May 22, 2018
xc: Flood

Kesia Harper-Ihem
Clerk of the Board
By Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 50,000	\$ 600,000	\$ 1,343,800	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 25140 947460 525440 Zone 4 Professional Services			Budget Adjustment: No	
			For Fiscal Year: 17/18 – 19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

At the December 15, 2015 Board of Supervisors' Meeting (Agenda Item No. 11-1), Supervisor Marion Ashley recommended the formation of the Lower San Jacinto River Advisory Committee (Committee) to assist the District with establishing a vision for managing the San Jacinto River Floodplain between the Ramona Expressway and Railroad Canyon.

On April 11, 2017 (Agenda Item No. 11.4), the Board of Supervisors received and filed the San Jacinto River, Stage 3 Conceptual Planning Report (Report) and directed the District to develop a Master Drainage Plan (MDP) consistent with the Report.

The multi-year Consulting Services Agreement sets the terms and conditions by which the Consultant and its subconsultants will provide engineering services and environmental services to develop the San Jacinto River, Stage 3 MDP. The District and the Consultant will work together to develop the Committee's Preferred Alternative into an initial project description for CEQA analysis and development of a Master Drainage Plan. The District and the Consultant will also prepare the appropriate environmental documents necessary to adopt the proposed Master Drainage Plan.

County Counsel has approved the Consulting Services Agreement as to legal form. The Consultant has executed the Consulting Services Agreement.

Prev. Agn. Ref.: 11-1 of 12/15/15
MT#3954 11.4 of 04/11/17

Impact on Residents and Businesses

The development and subsequent implementation of a comprehensive flood hazard mitigation plan for the lower San Jacinto River Valley will protect critical transportation facilities, advance implementation of the Western Riverside Multi-Species Habitat Conservation Plan and accommodate certain land development activity within the floodplain fringe.

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Costs incurred under this Consulting Services Agreement will be funded by ad-valorem property tax revenue and entails no new fees, taxes or bonded indebtedness.

SUPPLEMENTAL:

Additional Fiscal Information

Sufficient funding is available in the District's budget for Fiscal Year 2017-2018 and will be included in the proposed budget(s) for Fiscal Years 2018-2019 and 2019-2020, as appropriate.

Project Funding Summary

\$ 50,000	Fiscal Year 17/18 Estimated Project Cost
\$ 600,000	Fiscal Year 18/19 Estimated Project Cost
<u>\$ 693,800</u>	<u>Fiscal Year 19/20 Estimated Project Cost</u>
\$1,343,800	Total Estimated Project Cost

Contract History and Price Reasonableness

Pursuant to Board Policy H-7, on September 12, 2017, the District published a public notice for the Request for Proposals/Qualifications (RFP/Q) in The Press Enterprise and The Californian. The RFP/Q was also made available to the public on the District's internet site from September 12, 2017 to October 31, 2017. Albert A. Webb Associates was selected based on relevant experience, technical competence, past performance and their proposed work plan.

ATTACHMENTS:

1. Vicinity Map
2. Consulting Services Agreement

RM:se
P8/220741



Jeanine Rey, Finance Director

5/8/2018



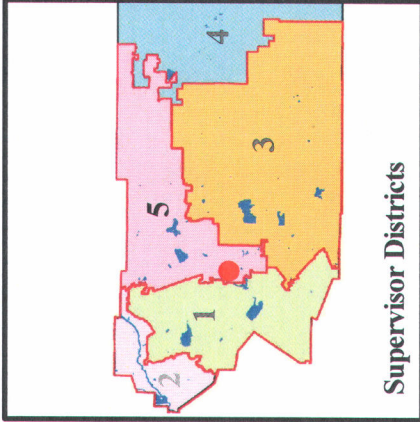
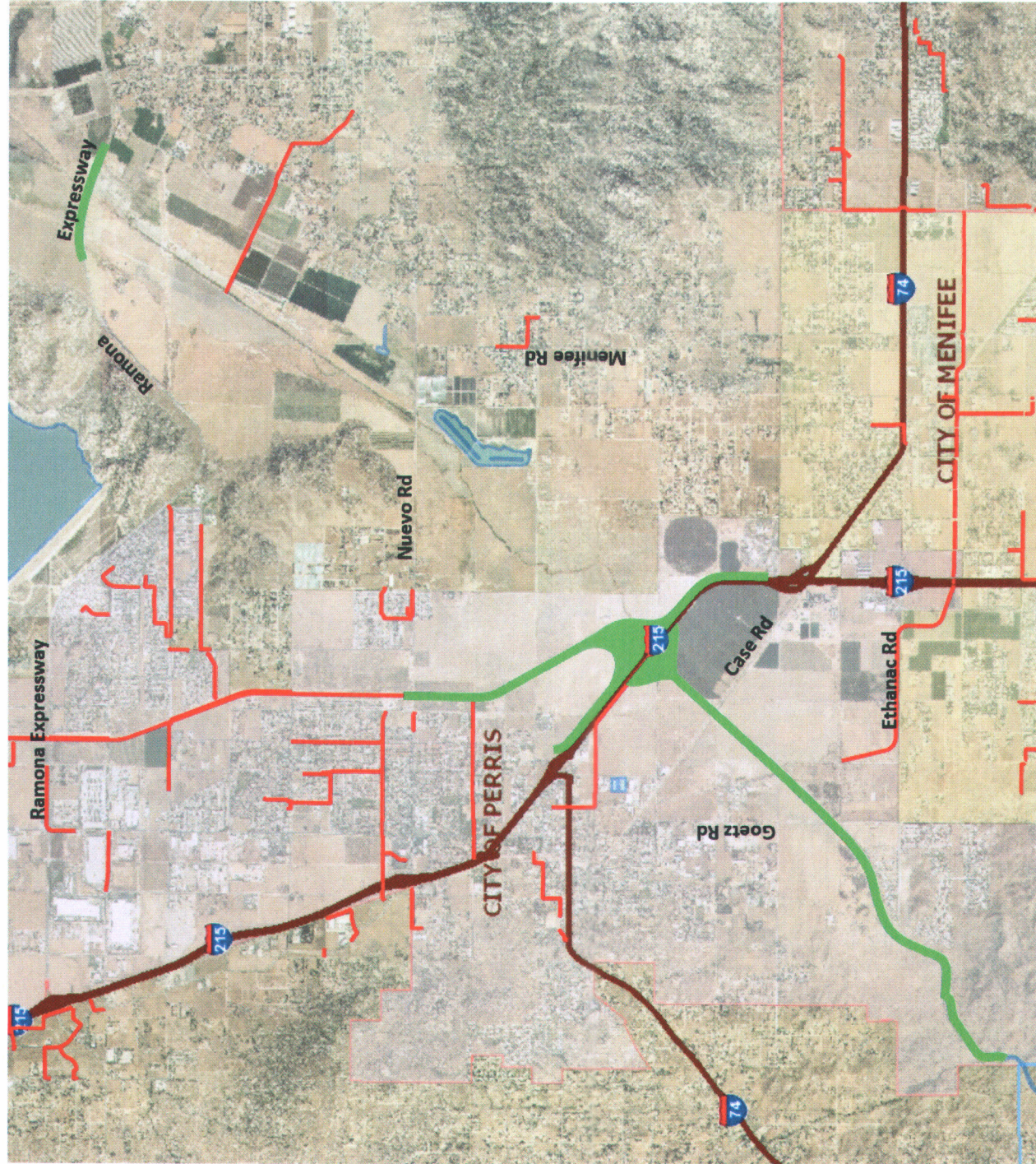
Jason Farn, Senior Management Analyst

5/14/2018



Gregory V. Priamos, Director County Counsel

5/9/2018



Supervisor Districts

LEGEND:

- Stage 3 Components
- Existing District Facilities
- Supervisorial District

DESCRIPTION:

San Jacinto River, Stage 3
 Project No. 4-0-00020-03



CONSULTING SERVICES AGREEMENT
SAN JACINTO RIVER, STAGE 3
Project No. 4-0-00020-03
FY 17/18 to 19/20

The Riverside County Flood Control and Water Conservation District, a body politic, hereinafter called "DISTRICT", and ALBERT A. WEBB ASSOCIATES hereinafter called "CONSULTANT", hereby enter into this Consulting Services Agreement ("Agreement") and agree as follows:

1. PROJECT – CONSULTANT shall perform professional environmental and engineering services for DISTRICT's San Jacinto River, Stage 3 (Project No. 4-0-00020-03) hereinafter called "PROJECT" as shown on the "Vicinity Map" attached hereto as Attachment "A" and made a part hereof. The engineering services to formalize and update the master drainage plan for PROJECT, as further described in CONSULTANT's "Task Summary Sheet" attached hereto as Attachment "B" and made a part hereof.

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

3. SERVICES

A. Description of Services - Services to be performed by CONSULTANT shall consist of (1) Engineering services including an updated Master Drainage Plan to formalize and update, and (2) Environmental Services, including

1 Environmental Impact Report as described in Attachment B. The project
2 analysis is to be completed in two phases as shown in Attachment "A". Phase
3 1 improvements will receive complete analysis while Phase 2 improvements
4 will be analyzed at a programmatic level for environmental work. An optional
5 task may be performed upon request by DISTRICT for an Open Channel
6 Analysis ("OPTIONAL TASK") as described in the Cost Summary Sheet in
7 Attachment "B", for the area shown in Attachment "A".

8 B. Design Criteria and Standards - All work shall be performed in accordance with
9 DISTRICT standards and any special criteria established by DISTRICT for
10 PROJECT. All deliverables prepared by CONSULTANT pursuant to this
11 Agreement shall be prepared in accordance with current DISTRICT practices,
12 regulations, policies, procedures, manuals and standards as well as the
13 guidelines set forth in the conceptual planning report approved in March 2017.

14 4. TIME FOR PERFORMANCE – CONSULTANT agrees that it will diligently and
15 responsibly pursue the performance of work and services. CONSULTANT's
16 performance under this Agreement shall start on the date the Agreement is executed
17 by DISTRICT's Board of Supervisors and shall end on June 30, 2020 unless extended
18 by the General Manager-Chief Engineer.

19 5. COMPENSATION – DISTRICT shall pay CONSULTANT for actual services
20 satisfactorily performed and expenses incurred in accordance with CONSULTANT's
21 "Task Summary Sheet" in Attachment "B". All meetings as described under Task 3
22 of Attachment "B" will be paid by time and material. All remaining items shall be
23 lump sum based on the approved deliverables. The total amount of compensation
24 paid to CONSULTANT under the terms of this Agreement shall not exceed the sum
25 of one million three hundred forty three thousand eight hundred dollars (\$1,343,800).

1 This includes OPTIONAL TASK in the amount of sixty two thousand seven hundred
2 sixty seven dollars (\$62,767)".

- 3 6. PAYMENT – CONSULTANT shall submit invoice(s) to DISTRICT (Attention:
4 Business Office – Accounts Payable) following completion of requested services.
5 Prior to submitting invoices to the Business Office, a draft copy of (1) invoices for
6 Tasks 1 through 3 and Tasks 7 through 15 of Attachment "B" shall be sent to the
7 attention of the ERS II Supervisor for approval, and (2) invoices for Tasks 4 through
8 6 shall be sent to the attention of the Project Planning Supervisor for approval. Upon
9 satisfactory performance of CONSULTANT's services pursuant to DISTRICT
10 approved scope of services, DISTRICT shall pay CONSULTANT within forty five
11 (45) days after DISTRICT's receipt of appropriate invoice(s) from CONSULTANT.
12 Progress payments, if permitted in DISTRICT approved scope of services, shall be
13 processed no more than once per month. DISTRICT shall not pay interest or finance
14 charges on any outstanding balance(s). CONSULTANT shall submit its invoice, in
15 arrears, no later than sixty (60) calendar days following the month for which services
16 were rendered. Failure to submit a timely invoice will result in delayed payment of
17 services. CONSULTANT shall retain employee and expense records according to
18 customary accounting methods and such records shall, upon request, be made
19 available for inspection by DISTRICT to verify CONSULTANT's invoices. All
20 invoices shall itemize charges to conform to DISTRICT approved scope of services
21 and the budget as set forth in Attachments "B". All invoices shall contain, at a
22 minimum, the following information: invoice number, invoice date, invoice total
23 amount, remittance address, DISTRICT's contract number, quantities, item
24 descriptions, unit price, extensions and sales/use tax if applicable.

1 Except as specifically provided for and stated in this Agreement or Attachments "B",
2 DISTRICT shall not be responsible for payment of any of CONSULTANT's
3 expenses related to this Agreement.

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

9 8. LICENSES - At all times, while performing services under this Agreement,
10 CONSULTANT, its employees, agents, contractors and subcontractors shall possess
11 and maintain all necessary professional licenses, registrations, certificates, permits
12 and other authorizations as required by the applicable federal, state and local laws,
13 regulations, rules and ordinances.

14 9. PREVAILING WAGE - CONSULTANT shall comply with all applicable
15 provisions of the California State Labor Code regarding prevailing wages,
16 Department of Industrial Relations Division of Apprenticeship Standards Labor and
17 Labor Codes. All workers shall be paid not less than the general prevailing rate of
18 wages and benefits for work of a similar character in the locality in which the work
19 is performed, as provided in Labor Code Sections 1770 et seq. Pursuant to the Labor
20 Code, DISTRICT has obtained for the Board of Supervisors of DISTRICT from the
21 Director of the Department of Industrial Relations, State of California, his
22 determinations of general prevailing rates of per diem wages applicable to the work,
23 and for holiday and overtime work, including employer payments for health and
24 welfare, pension, vacation, apprentices and similar purposes for each craft,
25 classification or type of workman needed, as set forth on the schedule which is on

1 file at DISTRICT office, and which will be made available to any interested person
2 upon request.

- 3 10. NOTICES – Any and all notices sent or required to be sent to the parties of this
4 Agreement will be mailed by first class mail, postage prepaid, to the following
5 addresses:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT 1995 Market Street Riverside, CA 92501 Attn: Chief of Planning	ALBERT A WEBB ASSOCIATES 3788 McCray Street Riverside, CA 92506 Attn: Scott Hildebrandt
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- 6 11. INSURANCE – CONSULTANT shall not commence operations until DISTRICT
7 has been furnished with original certificate(s) of insurance and certified original
8 copies of endorsements and if requested, certified original policies of insurance
9 including all endorsements and any and all other attachments as required in this
10 Section.

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

- 15 A. Workers' Compensation: If CONSULTANT has employees as defined by the
16 State of California, CONSULTANT shall maintain statutory Workers'
17 Compensation Insurance (Coverage A) as prescribed by the laws of the State
18 of California. Policy shall include Employers' Liability (Coverage B) including
19 Occupational Disease with limits not less than \$1,000,000 per person per
20 accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT
21 and the County of Riverside.

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

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

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

14 E. General Insurance Provisions – All Lines:

15 i. Any insurance carrier providing insurance coverage hereunder shall be
16 admitted to the State of California and have an A.M. Best rating of not
17 less than an A:VIII (A:8) unless such requirements are waived, in
18 writing, by the County Risk Manager. If the County Risk Manager
19 waives a requirement for a particular insurer such waiver is only valid
20 for that specific insurer and only for one (1) policy term.

21 ii. CONSULTANT must declare its insurance self-insured retention for
22 each coverage required herein. If any such self-insured retention
23 exceeds \$500,000 per occurrence, each such retention shall have the
24 prior written consent of the County Risk Manager before the
25 commencement of operations under this Agreement. Upon

1 notification of self-insured retention deemed unacceptable to
2 DISTRICT and at the election of the County Risk Manager,
3 CONSULTANT's insurance carriers shall either: 1) reduce or
4 eliminate such self-insured retention with respect to this Agreement
5 with DISTRICT; or 2) procure a bond which guarantees payment of
6 losses and related investigations, claims administration and defense
7 costs and expenses.

8 iii. CONSULTANT shall cause CONSULTANT's insurance carrier(s) to
9 furnish DISTRICT with 1) a properly executed original certificate(s)
10 of insurance and certified original copies of endorsements effecting
11 coverage as required herein; and 2) if requested to do so orally or in
12 writing by the County Risk Manager, provide original certified copies
13 of policies including all endorsements and all attachments thereto,
14 showing such insurance is in full force and effect. Further, said
15 certificate(s) and policies of insurance shall contain the covenant of the
16 insurance carrier(s) that a minimum of thirty (30) days written notice
17 shall be given to DISTRICT prior to any material modification,
18 cancellation, expiration or reduction in coverage of such insurance. If
19 CONSULTANT's insurance carrier(s) policies do not meet the
20 minimum notice requirement found herein, CONSULTANT shall
21 cause CONSULTANT's insurance carrier(s) to furnish a 30-day Notice
22 of Cancellation Endorsement.

23 iv. In the event of a material modification, cancellation, expiration or
24 reduction in coverage, this Agreement shall terminate forthwith, unless
25 DISTRICT receives, prior to such effective date, another properly

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executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

v. It is understood and agreed by the parties hereto that CONSULTANT's insurance shall be construed as primary insurance, and DISTRICT's and the County of Riverside's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

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

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

- 1 viii. The insurance requirements contained in this Agreement may be met
2 with a program(s) of self-insurance acceptable to DISTRICT.
- 3 ix. CONSULTANT agrees to notify DISTRICT of any claim by a third
4 party or any incident or event that may give rise to a claim arising from
5 the performance of this Agreement.

6 12. INDEMNIFICATION – CONSULTANT agrees to and shall indemnify and hold
7 harmless DISTRICT, its directors, officers, Board of Supervisors, elected and
8 appointed officials, employees, agents and representatives (hereinafter individually
9 and collectively referred to as "Indemnitees") from all liability, (including, but not
10 limited to loss, suits, claims, demands, actions, or proceedings) for any alleged or
11 actual negligence, recklessness, or willful misconduct, of CONSULTANT, its
12 directors, officers, partners, employees, agents or representatives or any person or
13 organization for whom CONSULTANT is responsible, arising out of or from the
14 performance of services under this Agreement. To the extent a loss, suit, claim,
15 demand, action, or proceeding is based on actual or alleged acts or omissions of
16 CONSULTANT which are not design professional services, CONSULTANT shall
17 indemnify Indemnitees whether or not CONSULTANT is negligent.

18 CONSULTANT further agrees to and shall indemnify and hold harmless the
19 Indemnitees from all liability arising from suits, claims, demands, actions, or
20 proceedings made by agents, employees or subcontractors of CONSULTANT for
21 salary, wages, compensation, health benefits, insurance, retirement or any other
22 benefit not explicitly set forth in this Agreement and arising out of work performed
23 for DISTRICT pursuant to this Agreement.

24 The duty to indemnify does not include loss, suits, claims, demands, actions or
25 proceedings caused by negligence of Indemnitees; however, any actual negligence

1 of Indemnitees will only affect the duty to indemnify for the specific act found to be
2 negligence, and will not preclude a duty to indemnify for any act or omission of
3 CONSULTANT.

4 CONSULTANT shall defend and pay, all costs and fees, including but not limited to
5 attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands,
6 actions, or proceedings to the extent and in proportion to the percentage, such costs
7 and fees arise out of, pertain to, or relate to the negligence, recklessness or willful
8 misconduct of CONSULTANT arising out of or from the performance of services
9 under this Agreement. The duty to defend applies to any alleged or actual
10 negligence, recklessness, willful misconduct, error or omission of CONSULTANT.

11 The cost for defense shall apply whether or not CONSULTANT is a party to the
12 lawsuit, and shall apply whether or not CONSULTANT is directly liable to the
13 plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged
14 or found to be actively negligent but only in proportion to the percentage of fault of
15 CONSULTANT. The specified insurance provisions and limits required in this
16 contract shall in no way limit or circumscribe CONSULTANT'S obligations to
17 indemnify and hold harmless Indemnitees from third party claims.

18 In the event there is conflict between the indemnity and defense provisions and
19 California Civil Code Section 2782 and 2782.8, the indemnity and defense
20 provisions shall be interpreted to comply with Civil Code sections 2782 and 2782.8.

- 21 13. WORK PRODUCT – CONSULTANT shall provide DISTRICT with all applicable
22 data, analyses, materials, policies and report(s) as set forth in Attachment "A". All
23 work products or deliverables furnished under this Agreement shall be and remain
24 the sole property of DISTRICT. CONSULTANT shall not publish or transfer any
25 material produced or resulting from activities supported by this Agreement without

1 the written consent of the General Manager-Chief Engineer. If any such material is
2 subject to copyright and/or trademark, the parties agree that the right to any and all
3 copyright and/or trademark in and to the material is expressly reserved to DISTRICT.
4 If any such material is copyrighted, the parties hereto understand and agree that
5 DISTRICT reserves a royalty-free, non-exclusive and irrevocable license to
6 reproduce, publish, and use such material, in whole or in part and to authorize others
7 to do so provided written credit is given the author.

8 14. CONFIDENTIALITY OF DATA – All financial, statistical, personal, technical or
9 other data and information made available to CONSULTANT shall not be disclosed
10 (in whole or in part) by CONSULTANT to any third parties and shall be protected
11 by CONSULTANT from unauthorized use and disclosure. CONSULTANT shall
12 refer all requests for information to DISTRICT. CONSULTANT shall observe all
13 federal, state and county regulations concerning confidentiality of records.

14 15. ALTERATION – No alteration or variation of the terms of this Agreement shall be
15 valid unless made in writing and signed by the parties hereto, and no oral
16 understanding or agreement not incorporated herein shall be binding on any of the
17 parties hereto.

18 16. TERMINATION – At any time during the term of this Agreement, DISTRICT may:
19 A. Terminate this Agreement without cause upon providing CONSULTANT
20 thirty (30) days written notice stating the extent and effective date of
21 termination; or
22 B. Upon five (5) days written notice, terminate this Agreement for
23 CONSULTANT default, if CONSULTANT refuses or fails to comply with
24 the provisions of this Agreement or fails to make progress so as to endanger
25 performance and does not cure such failure within a reasonable period of time.

1 In the event of such termination, DISTRICT may proceed with the work in a
2 manner deemed proper to DISTRICT.

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

9 In the event DISTRICT terminates this Agreement, DISTRICT shall make payment
10 for all services satisfactorily performed in accordance with this Agreement to the
11 date of termination and at the rates as set forth in Attachment "B". Notwithstanding
12 any of the other provisions of this Agreement, CONSULTANT's rights under this
13 Agreement shall terminate (except for fees accrued prior to the date of termination)
14 upon dishonesty or a willful or material breach of this Agreement by
15 CONSULTANT; or in the event of CONSULTANT's unwillingness or inability for
16 any reason whatsoever to perform the duties hereunder; or if the Agreement is
17 terminated pursuant to Section 18 (NON-DISCRIMINATION). In such event,
18 CONSULTANT shall not be entitled to any further compensation under this
19 Agreement. The rights and remedies of DISTRICT provided in this section shall not
20 be exclusive and are in addition to any other rights and remedies provided by law or
21 under this Agreement.

22 17. DISPUTES

23 A. In the event CONSULTANT considers any work demanded of
24 CONSULTANT to be outside the requirements of this Agreement, or if
25 CONSULTANT considers any order, instruction or decision of DISTRICT

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

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

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

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

- 1 19. CONFLICT OF INTEREST - CONSULTANT covenants that it presently has no
2 interest, including but not limited to, other projects or independent contracts, and
3 shall not acquire any such interest, direct or indirect, which would conflict in any
4 manner or degree with the performance of services required to be performed under
5 this Agreement. CONSULTANT further covenants that in the performance of this
6 Agreement, no person having any such interest shall be employed or retained by it
7 under this Agreement.
- 8 20. JURISDICTION/LAW/SEVERABILITY – This Agreement is to be construed in
9 accordance with the laws of the State of California. If any provision of this
10 Agreement is held by a court of competent jurisdiction to be invalid, void or
11 unenforceable, the remaining provisions shall be declared severable and shall be
12 given full force and effect to the extent possible.
- 13 Any legal action, in law or equity related to the performance or interpretation of this
14 Agreement shall be filed only in the Superior Court of the State of California located
15 in the County of Riverside, California and the parties waive any provision of law
16 providing for a change of venue to another location. Prior to the filing of any legal
17 action, the parties shall be obligated to attend a mediation session with a neutral
18 mediator to try to resolve the dispute.
- 19 21. WAIVER – Any waiver by DISTRICT of any breach of any one or more of the terms
20 of this Agreement shall not be construed to be a waiver of any subsequent or other
21 breach of the same or any other term thereof. Failure on the part of DISTRICT to
22 require exact, full and complete compliance with any terms of this Agreement shall
23 not be construed as in any manner changing the terms hereof, or estopping
24 DISTRICT from enforcement hereof.

- 1 22. NON-DISCRIMINATION – In the performance of the terms of this Agreement,
2 CONSULTANT shall not engage in nor permit others he may employ to engage in
3 discrimination in the employment of persons because of the race, color, national
4 origin or ancestry, religion, physical handicap, disability as defined by the Americans
5 with Disabilities Act (ADA), medical condition, marital status or sex of such persons,
6 in accordance with the provision of California Labor Code Section 1735 and to the
7 extent they shall be found to be applicable hereto, shall comply with the provisions
8 of the California Fair Employment Practices Act (commencing with Section 1410 of
9 the Labor Code) and the Federal Civil Rights Act of 1964 (P.L. 88-352).
- 10 23. INDEPENDENT CONTRACTOR – CONSULTANT and the agents and employees
11 of CONSULTANT shall act at all times in an independent capacity during the term
12 of this Agreement and in the performance of the services to be rendered hereunder
13 and shall not act as, shall not be and shall not in any manner be considered employees
14 or agents of DISTRICT or the County of Riverside.
- 15 24. ERRORS AND OMISSIONS - In the event CONSULTANT's data, technical
16 studies, reports, plans, specifications, estimates or any work products contain any
17 errors or omissions that cause DISTRICT to incur additional expense beyond what
18 would have otherwise resulted if there were no errors or omissions in
19 CONSULTANT's data, technical studies, reports, plans, specifications, estimates or
20 any work products, such additional expense shall be borne solely by
21 CONSULTANT.
- 22 25. ENTIRE AGREEMENT – This Agreement constitutes the entire agreement between
23 the parties hereto with respect to the subject matter hereof. Any modifications to the
24 terms of this Agreement must be in writing and signed by the parties herein

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26. DISCREPANCIES – In the event of any conflict between the terms of this Agreement and Attachment "A" or Attachment "B", the terms of this Agreement shall govern.

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

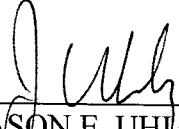
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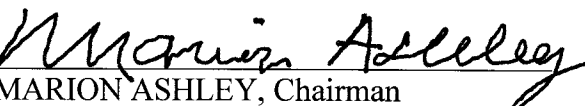
~~MAY 22 2018~~

(to be filled in by General Manager-Chief Engineer)

RECOMMENDED FOR APPROVAL:

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

By: 
JASON E. UHLEY
General Manager-Chief Engineer

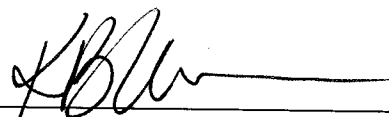
By: 
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

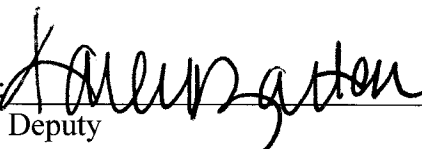
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

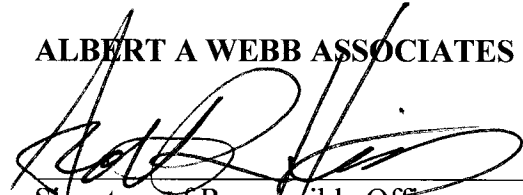
By: 
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By: 
Deputy

(SEAL)

Consulting Services Agreement
San Jacinto River Stage 3
Project No. 4-0-00020-03
FY 17/18 to 19/20
04/19/18
CSS:TIR:blm

ALBERT A WEBB ASSOCIATES



Signature of Responsible Officer

SCOTT R. HILDEBRANDT

Printed Name

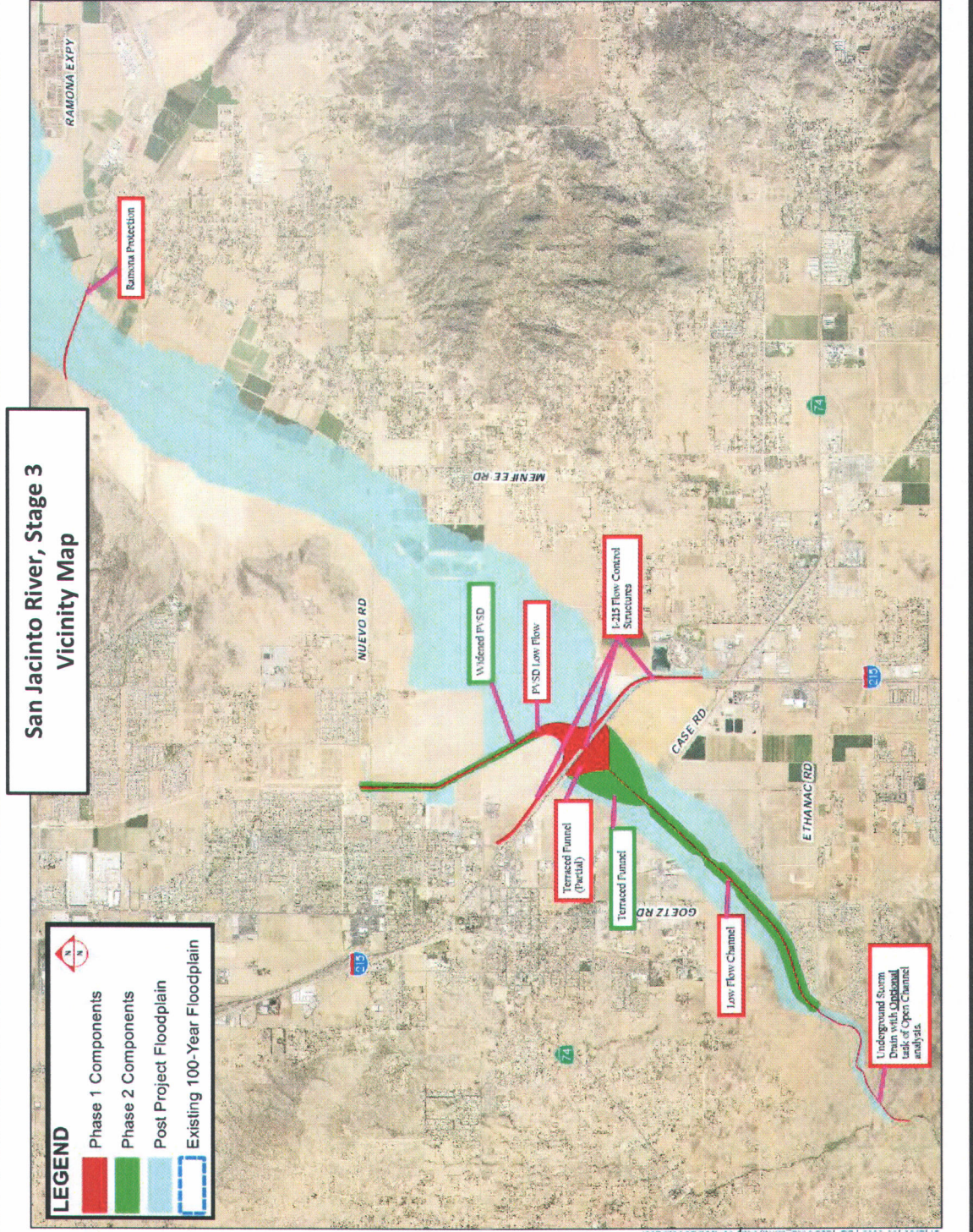
SENIOR VICE PRESIDENT

Title

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Consulting Services Agreement
 San Jacinto River Stage 3
 Project No. 4-0-00020-03
 FY 17/18 to 19/20
 04/19/18
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Attachment A



Attachment B

Task Summary Sheet

40		Subtotal - Labor	Sub-consultant	Expenses	Phase 2 Programmatic Analysis	OPTIONAL - open channel south of Ethanac	Rounded Total
	Project Management	\$ 354,557	\$ 38,180	\$ 12,600	\$ 7,107	\$ 4,451	\$ 416,900
Task 1	Contract Administration	\$96,276	\$ -				\$ 96,300
Task 2	Project Kickoff Meeting	\$3,207	\$ -	\$ 100			\$ 3,300
Task 3	Meetings (39 Meetings - Includes MDP & Env)	\$128,286	\$ 38,180	\$ 2,500	\$ 7,107	\$ 4,451	\$ 180,500
Task 3.1	Stakeholder Management (T&M As Directed by District)	\$26,815	\$ -				\$ 26,800
Task 3.2	District Directed Reproduction Requests	\$0	\$ -	\$ 10,000			\$ 10,000
Task 3.3	Additional Directed Work	\$99,973	\$ -				\$ 100,000
	Engineering Services - Hydrology Confirmation	\$ 44,576	\$ -	\$ 500	\$ 0	\$ 0	\$ 45,000
Task 4.1	Land Use Sensitivity Analysis	\$13,940	\$ -				\$ 13,900
Task 4.2	Revised Hydrology Analysis (Optional)	\$12,488	\$ -				\$ 12,500
Task 4.3	Revised Hydrology Study	\$18,148	\$ -	\$ 500			\$ 18,600
	Engineering Services - Refinement of Phase 1	\$ 110,448	\$ -	\$ 500	\$ 0	\$ 23,000	\$ 134,000
Task 5.1	Revised Hydrology	\$1,670	\$ -				\$ 1,700
Task 5.2	Low Flow Alignment I-215 to Ethanac Rd	\$15,656	\$ -				\$ 15,700
Task 5.3	Underground Stormdrain DS of Ethanac Rd	\$15,030	\$ -		\$ 0	\$ 23,000	\$ 38,000
Task 5.4	Proposed and Existing Facilities Incorporation	\$32,569	\$ -				\$ 32,600
Task 5.5	Utility Research and Relocations Strategy	\$17,436	\$ -	\$ 500			\$ 17,900
Task 5.6	Revised Floodplain Limits	\$16,356	\$ -				\$ 16,400
Task 5.7	Cost Estimates	\$11,731	\$ -				\$ 11,700
	Engineering Services - Formalized Master Drainage Plan	\$ 48,180	\$ -	\$ 500	\$ 0	\$ 0	\$ 48,600
Task 6.1	MDP Report	\$15,140	\$ -	\$ 500			\$15,600
Task 6.2	Comprehensive Cost Estimates	\$12,690	\$ -				\$12,700
Task 6.3	MDP Map	\$9,910	\$ -				\$9,900
Task 6.4	Plan and Profile Plates	\$10,440	\$ -				\$10,400
	Environmental Services - Tech Studies	\$38,486	\$361,500	\$ 75	\$56,585	\$35,317	\$492,100
Task 7	Project Scoping Meetings	\$10,288	\$ 0	\$ 75			\$10,400
Task 8.1	Cultural	\$1,900	\$34,485		\$20,667	\$ 0	\$57,100
Task 8.2	AQ/GHG	\$11,098	\$ 0		\$3,500	\$ 0	\$14,600
Task 8.3	General Bio	\$1,900	\$30,096		\$32,419	\$8,039	\$72,500
Task 8.4	Focused Surveys	\$3,800	\$237,579		\$ 0	\$16,526	\$257,900
Task 8.5	JD	\$1,900	\$25,151		\$ 0	\$3,278	\$30,300
Task 9	DBESP and JPR	\$7,600	\$34,190		\$ 0	\$7,475	\$49,300
	Environmental Services - CEQA	\$191,076	\$15,456	\$ 750	\$ 0	\$ 0	\$207,200
Task 10	IS/NOP	\$14,996	\$ 0	\$ 150			\$15,100
Task 11	Alternatives Development	\$8,440	\$ 0				\$8,400
Task 12	DEIR	\$97,736	\$ 0	\$ 500			\$98,200
Task 13	RTCS on DEIR	\$53,804	\$15,456	\$ 100			\$69,400
Task 14	MMRP	\$5,488	\$ 0				\$5,500
Task 15	Final EIR	\$10,612	\$ 0				\$10,600
Total		\$ 787,323	\$ 415,136	\$ 14,925	\$63,692	\$62,767	\$ 1,343,800

CONSULTING SERVICES AGREEMENT

San Jacinto River, Stage 3 | Project No. 4-0-00020-03 | FY 17/18 to 19/20