

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



ITEM: 11.3  
(ID # 16724)

**MEETING DATE:**  
Tuesday, July 20, 2021

**FROM :** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Approval of Consulting Services Agreement Between the Riverside County Flood Control and Water Conservation District and Albert A. Webb Associates for Engineering Services for the Perris Valley Channel Lateral B, Stage 4, Project No. 4-0-00009-04, Fiscal Year 2021/2022 through Fiscal Year 2023/2024, District 5. [\$632,581 Not to Exceed Cost - District Zone 4 Funds 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Consulting Services Agreement ("Agreement") between the Riverside County Flood Control and Water Conservation District ("District") and Albert A. Webb Associates ("Consultant") for Engineering Services for the Perris Valley Channel Lateral B, Stage 4, Fiscal Years 2021/2022 through 2023/2024;
2. Authorize the Chair of the District's Board of Supervisors to execute the Agreement on behalf of the District;
3. Authorize the District's General Manager-Chief Engineer to terminate the Agreement in accordance with the terms and conditions in the Agreement; and
4. Direct the Clerk of the Board to return three (3) executed Agreements to the District.

**ACTION:Policy**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

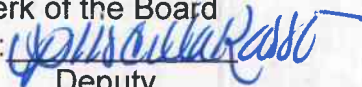
7/8/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: July 20, 2021  
xc: Flood

Kecia Harper  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 442,806	\$ 158,145	\$ 632,581	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 25140 947460 525440 District Zone 4 Const/Maint/Misc, Professional Services			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b> 21/22 – 23/24	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Agreement sets forth the terms and conditions in which the Consultant will provide professional engineering services for the design of the Perris Valley Channel Lateral B, Stage 4 (Project) to provide necessary flood control and drainage to the March Air Reserve Base, a United States Air Force Reserve Component, (MARB). The Project will collect the 100-year runoff from a proposed storm drain that will be constructed as part of a development located upstream of the Project and convey the water to the existing Perris Lateral B Channel at Heacock Street, north of Harley Knox Boulevard. This is a District-led proposed storm drain improvement of approximately 6,000 lineal feet of channel and reinforced concrete box that will provide improved flood protection to MARB and adjacent properties.

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

**Impact on Residents and Businesses**

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

**Additional Fiscal Information**

Sufficient funding is available in the District's Zone 4 budget for Fiscal Year 2021/2022 and will be included in the District's recommended budget(s) for future fiscal years, as appropriate and necessary.

**Contract History and Price Reasonableness**

On February 22, 2021, the District released Request for Qualifications (RFQ) FCARC-00168, soliciting Engineering and Project Management Services for the Project in accordance with the H7 policy guidelines. The District received six (6) proposals and a committee comprised of District staff reviewed and scored the proposals. District staff then invited the top three firms for interviews, and Albert A. Webb Associates was selected for the Project based on experience, key personnel, project understanding and scope, schedule/work hours estimate and overall impression.

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

**ATTACHMENTS:**

1. Consulting Services Agreement
2. Vicinity Map

AK:blm  
P8\238972



Jason Fann, Principal Management Analyst

7/13/2021



Gregory P. Prietas, Director County Counsel

7/8/2021



**Corporate Headquarters**  
3788 McCray Street  
Riverside, CA 92506  
951.686.1070

**Palm Desert Office**  
36-951 Cook Street #103  
Palm Desert, CA 92211  
760.568.5005

**Murrieta Office**  
41391 Kalmia Street #320  
Murrieta, CA 92562  
951.686.1070

## Resolution to Authorize Contract

RESOLVED, that Albert A. Webb Associates enter into a contract for the general purpose of providing planning and civil engineering consulting services and all upon such terms and conditions as are set forth in an agreement between the parties as annexed hereto.

The undersigned hereby certifies that he is the duly elected Chief Financial Officer/Corporate Secretary and the custodian of the books and records and seal of Albert A. Webb Associates, a corporation duly formed pursuant to the laws of the State of California and that **Scott Hildebrandt, Senior Vice President**, has been appointed an official Account Manager of the firm and given authorization to sign contracts on behalf of the Board of Directors and the Corporation. This authorization was duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of Albert A. Webb Associates, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Chief Financial Officer and have hereunto affixed the corporate seal of Albert A. Webb Associates on August 8, 2014.



Scott Webb, Chief Financial Officer  
Corporate Secretary



Matthew E. Webb, President  
Chief Executive Officer



Date



Date



18-658698



Secretary of State  
Statement of Information 29  
(California Stock, Agricultural  
Cooperative and Foreign Corporations)

SI-550

DP)

FILED  
Secretary of State  
State of California  
OCT 08 2018

IMPORTANT -- Read instructions before completing this form.

Fees (Filing plus Disclosure) - \$25.00

Copy Fees - First page \$1.00, each attachment page \$0.50,  
Certification Fee - \$5.00 plus copy fees

1. Corporation Name (Enter the exact name of the corporation as it is recorded with the California Secretary of State. Note: If you registered in California using an assumed name, see instructions.)

ALBERT A. WEBB ASSOCIATES

G.SD/NF/CC  
This Space For Office Use Only

2. 7-Digit Secretary of State File Number

C0262218

3. Business Addresses

a. Street Address of Principal Executive Office - Do not list a P.O. Box 3788 MCCRAY STREET	City (no abbreviations) RIVERSIDE	State CA	Zip Code 92506
b. Mailing Address of Corporation, if different than Item 3a	City (no abbreviations)	State	Zip Code
c. Street Address of Principal California Office - If any and if different than Item 3a - Do not list a P.O. Box	City (no abbreviations)	State CA	Zip Code

4. Officers

The Corporation is required to list all three of the officers set forth below. An additional title for the Chief Executive Officer and Chief Financial Officer may be added; however, the preprinted titles on this form must not be altered.

a. Chief Executive Officer/ MATTHEW	First Name	Middle Name E.	Last Name WEBB	Suffix
Address 3788 MCCRAY STREET	City (no abbreviations) RIVERSIDE		State CA	Zip Code 92506
b. Secretary SCOTT	First Name	Middle Name S.	Last Name WEBB	Suffix
Address 3788 MCCRAY STREET	City (no abbreviations) RIVERSIDE		State CA	Zip Code 92506
c. Chief Financial Officer/ SCOTT	First Name	Middle Name S.	Last Name WEBB	Suffix
Address 3788 MCCRAY STREET	City (no abbreviations) RIVERSIDE		State CA	Zip Code 92506

5. Director(s)

California Stock and Agricultural Cooperative Corporations ONLY. Item 5a: At least one name and address must be listed. If the Corporation has additional directors, enter the name(s) and addresses on Form SI-550A (see instructions).

a. First Name MATTHEW	Middle Name E.	Last Name WEBB	Suffix
Address 3788 MCCRAY STREET	City (no abbreviations) RIVERSIDE		State CA Zip Code 92506
b. Number of Vacancies on the Board of Directors, if any	0		

6. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL - Complete items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation) MATTHEW	Middle Name E.	Last Name WEBB	Suffix
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box 3788 MCCRAY STREET	City (no abbreviations) RIVERSIDE		State CA Zip Code 92506

CORPORATION - Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) - Do not complete Item 6a or 6b
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7. Type of Business

Describe the type of business or services of the Corporation

CIVIL ENGINEERING

8. The information contained herein, including in any attachments, is true and correct.

10/5/18  
Date

SCOTT S. WEBB

Type or Print Name of Person Completing the Form

SECRETARY


Title

*Scott Webb*  
Signature

SI-550 (REV 01/2017)

2017 California Secretary of State  
www.sos.ca.gov/business/be



 <p><b>Attachment to Statement of Information</b> (California Stock and Agricultural Cooperative Corporations)</p>	<p><b>SI-550A Attachment</b></p>
<p><b>A. Corporation Name</b></p> <p>ALBERT A. WEBB ASSOCIATES</p>	
<p><b>B. 7-Digit Secretary of State File Number</b></p> <p style="text-align: center;">C0262218</p>	

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**C. List of Additional Director(s) – If the corporation has more than one director, enter the additional directors' names and addresses.**

5b First Name	Middle Name	Last Name	Suffix
SCOTT	S.	WEBB	
Address		City (no abbreviations)	State    Zip Code
3788 MCCRAY STREET		RIVERSIDE	CA    92506
5c First Name	Middle Name	Last Name	Suffix
STEPHEN	C.	WEBB	
Address		City (no abbreviations)	State    Zip Code
3788 MCCRAY STREET		RIVERSIDE	CA    92506
5d First Name	Middle Name	Last Name	Suffix
SANDRA	LYNN	WEBB	
Address		City (no abbreviations)	State    Zip Code
3788 MCCRAY STREET		RIVERSIDE	CA    92506
5e First Name	Middle Name	Last Name	Suffix
ROBERT	J.	SEPE	
Address		City (no abbreviations)	State    Zip Code
3788 MCCRAY STREET		RIVERSIDE	CA    92506
5f First Name	Middle Name	Last Name	Suffix
Address		City (no abbreviations)	State    Zip Code
5g First Name	Middle Name	Last Name	Suffix
Address		City (no abbreviations)	State    Zip Code
5h First Name	Middle Name	Last Name	Suffix
Address		City (no abbreviations)	State    Zip Code
5i First Name	Middle Name	Last Name	Suffix
Address		City (no abbreviations)	State    Zip Code
5j First Name	Middle Name	Last Name	Suffix
Address		City (no abbreviations)	State    Zip Code

**CONSULTING SERVICES AGREEMENT**

**for**

**Perris Valley Channel Lateral B, Stage 4**

**between**

**Riverside County Flood Control and Water Conservation District**

**and**

**Albert A. Webb Associates**





CONSULTING SERVICES AGREEMENT

Perris Valley Channel Lateral B, Stage 4  
Project No. 4-0-00009-04

This Consulting Services Agreement ("Agreement") dated as of \_\_\_\_\_ is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and Albert A. Webb Associates, a California Corporation ("CONSULTANT"). Sometimes hereinafter, DISTRICT and CONSULTANT may be referred to collectively as the "Parties". The Parties hereby agree as follows:

1. 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, materials, equipment, transportation, supervision and other incidental services to fully and adequately perform and complete in a skillful and professional manner those engineering services set forth and described in the "Scope of Work", attached hereto as Attachment "A" and made a part hereof.

CONSULTANT shall not perform any additional work, including any optional tasks, except as directed by DISTRICT in writing.

2. TIME FOR PERFORMANCE – The term of this Agreement shall become effective on the date the Agreement is executed by DISTRICT's Board of Supervisors and shall terminate on December 31, 2023.

CONSULTANT shall not commence performance of any work or services, for any reason whatsoever, until DISTRICT has provided CONSULTANT with a written Notice to Proceed authorizing CONSULTANT to initiate work pursuant to this Agreement. No payment will be made for any work or services performed prior to the issuance of said Notice to Proceed.

3. COMPENSATION – DISTRICT shall pay CONSULTANT for actual services satisfactorily performed in accordance with CONSULTANT's "Scope of Work" (Attachment "A") and

"Fee Schedule", attached hereto as Attachment "B" and made a part hereof. CONSULTANT shall invoice DISTRICT for completion of "Tasks" as shown in Attachment "B" based on a lump sum not to exceed amount for each deliverable upon delivery or performance of said tasks. Task fifteen (15) as described in Attachment "A" and Attachment "B" will only be performed if requested by DISTRICT. Time and materials will be compared to sufficient evidence of process via deliverable and compared to the maximum amounts in Attachment B.

The total amount of compensation paid to CONSULTANT under the terms of this Agreement shall not exceed the sum of Six Hundred Thirty-Two Thousand Five Hundred Eighty-One Dollars (\$632,581).

4. PAYMENT – CONSULTANT shall submit invoice(s) to DISTRICT (Attention: Business Office – Accounts Payable) in arrears, no later than sixty (60) calendar days after completion of each deliverable. **The DISTRICT reserves the right to withhold payment for work that is not invoiced in a timely manner.** All invoices shall itemize charges to conform to the deliverables as set forth in Attachment "B". All invoices shall contain, at a minimum, the following information: invoice number, invoice date, invoice total amount, remittance address, DISTRICT's purchase order number, quantities, item descriptions, unit price, extensions and sales/use tax if applicable. Incomplete invoices will be returned to CONSULTANT for correction.

Upon satisfactory performance of CONSULTANT's services pursuant to DISTRICT approved scope of services, DISTRICT shall pay CONSULTANT within forty-five (45) days after DISTRICT's receipt of appropriate invoice(s) from CONSULTANT. Progress payments, if permitted in DISTRICT approved scope of services, shall be processed no more than once per month. DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

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

5. SUBCONTRACTING – CONSULTANT may, at CONSULTANT's own expense, employ special consultants to accomplish the work covered by this Agreement; however, except as specifically provided in Attachment "A" or as expressly identified in this Agreement, no portion of the services pertinent to this Agreement shall be subcontracted without prior written approval and authorization by DISTRICT.
6. LICENSES – At all times, while performing services under this Agreement, CONSULTANT, its employees, agents, contractors and subcontractors shall possess and maintain all necessary professional licenses, registrations, certificates, permits and other authorizations as required by the applicable federal, state and local laws, regulations, rules and ordinances.
7. STANDARD OF CARE – While performing the services, CONSULTANT shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONSULTANT's profession practicing in the State of California, and shall use reasonable diligence and best judgment while exercising CONSULTANT's professional skill and expertise. By executing this Agreement, CONSULTANT represents and maintains that CONSULTANT has the necessary experience and expertise to skillfully perform all services, duties, and obligations required by this Agreement.

If, pursuant to this Agreement, CONSULTANT is engaged as a "Professional Engineer" pursuant to Section 6701 of the Professional Engineers Act (Chapter 7 of Division 3 of the Business and Professions Code), then CONSULTANT assumes responsible charge of the work pursuant to Section 6703 of the Professional Engineers Act; and shall be wholly responsible for the completeness and accuracy of all data, technical studies, reports, plans,



specifications, and estimates prepared pursuant to this Agreement, and shall check all of its work product accordingly.

8. 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.

9. PREVAILING WAGE

A. In the event that a portion of the work performed by CONSULTANT are by crafts affected by state labor laws, the following terms and conditions shall apply.

- i. CONSULTANT shall comply with all applicable provisions of the California State Labor Code regarding prevailing wages, Department of Industrial Relations Division of Apprenticeship Standards Labor and Labor Codes.
- ii. All workers shall be paid not less than the general prevailing rate of wages and benefits for work of a similar character in the locality in which the work is performed, as provided in Labor Code Sections 1770 et seq.
- iii. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

B. When all of the work performed by CONSULTANT is performed by crafts not affected by state labor laws or are not contemplated for use, the following terms and conditions shall apply.

- i. The State of California's General Prevailing Wage Rates are not applicable to

this Agreement.

10. 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:

To DISTRICT: RIVERSIDE COUNTY FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT  
1995 Market Street  
Riverside, CA 92501  
Attn: Michael Venable - Design & Construction

To CONSULTANT: Albert A. Webb Associates  
3788 McCray Street  
Riverside, CA 92506  
Attn: Scott Hildebrandt

11. INSURANCE – Without limiting or diminishing CONSULTANT's obligation to indemnify or hold DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

As respects to the insurance section only, DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

- A. Workers' Compensation: If CONSULTANT has employees as defined by the State of California, CONSULTANT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the Riverside County Flood Control and Water Conservation District and the County of Riverside.
- 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 DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

- C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name DISTRICT as Additional Insured.
- D. Professional Liability: CONSULTANT shall maintain Professional Liability Insurance providing coverage for CONSULTANT's performance of work included within this Agreement, with a limit of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate. If CONSULTANT's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONSULTANT shall purchase, at his sole expense, either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of or prior to the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue as long as the law allows.



E. General Insurance Provisions – All Lines:

- i. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than A:VIII (A:8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If DISTRICT's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.
- ii. CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to DISTRICT and at the election of DISTRICT's Risk Manager, CONSULTANT's carriers shall either 1) reduce or eliminate such self-insured retention as respects this Agreement with DISTRICT; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- iii. CONSULTANT shall cause CONSULTANT's insurance carrier(s) to furnish DISTRICT with either: 1) a properly executed original Certificate(s) of Insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the DISTRICT Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum

of thirty (30) days written notice shall be given to DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONSULTANT's insurance carrier(s) policies do not meet the minimum notice requirement found herein, CONSULTANT shall cause CONSULTANT's insurance carrier(s) to furnish a 30-day Notice of Cancellation endorsement.

- iv. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONSULTANT shall not commence operations until DISTRICT has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and, if requested, certified original policies of insurance, including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- v. It is understood and agreed to by the Parties hereto that CONSULTANT's insurance shall be construed as primary insurance, and DISTRICT'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, or the term of this Agreement, including any extensions thereof, exceeds five (5) years, COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement if, in DISTRICT Risk Management'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 subconsultants working under this Agreement.
- viii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- ix. CONSULTANT agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

12. INDEMNITY AND HOLD HARMLESS

A. Basic Indemnity

- i. To the fullest extent permitted by applicable law, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to DISTRICT), indemnify, and hold harmless the Riverside County Flood Control and Water Conservation District and the County of Riverside, its Agencies, Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and each of their respective directors, members officers, employees, agents, volunteers and representatives ("Indemnitees") and each of them from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, negligent breach of contract), recklessness or willful misconduct on



the part of CONSULTANT or its subconsultants or their respective employees, agents, representatives or independent contractors.

- ii. "Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgements, settlements and expenses, including, without limitation, full and actual attorney's fees (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees, arbitrator and arbitration fees and mediator and mediation fees.
- iii. CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions or proceedings made by agents, employees or subcontractors of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this contract and arising out of work performed for DISTRICT pursuant to this contract. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph B. below.

**B. Indemnity for Design Professionals**

- i. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to DISTRICT), indemnify and hold harmless the Indemnitees, and each of them, against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful misconduct constituting professional negligence on the part of

CONSULTANT or its Subconsultants, or their respective employees, agents, representatives, or independent contractors. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section. CONSULTANT shall defend and pay, all costs and fees, including, but not limited to, attorney fees, cost of investigation and defense, in any loss, suits, claims, demands, actions or proceedings to the extent and in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT arising out of or from the performance of professional design services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, willful misconduct of CONSULTANT. The cost for defense shall apply whether or not CONSULTANT is a party to the lawsuit and shall apply whether or not CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.

- ii. Without affecting the rights of DISTRICT under any other provision of this Agreement, CONSULTANT shall not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been



determined by agreement of CONSULTANT and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

- iii. CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this section from each and every Subconsultant of every Tier.
- iv. CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.
- v. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

13. RECORD RETENTION/AUDIT – CONSULTANT shall retain complete and accurate records relating to all reports, documents and related records documents including, but not limited to, records related to the nature and extent of CONSULTANT's costs incurred while providing services authorized under this Agreement for at least three (3) years from the date of final payment under this Agreement. These records shall, upon request, be made available for inspection by DISTRICT.

DISTRICT, the County of Riverside, the State of California or any of their duly authorized representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CONSULTANT agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

14. WORK PRODUCT – CONSULTANT shall provide DISTRICT with all applicable data, calculations, technical studies, plans, specifications, computer files, field notes, estimates,



drawings, logs, maps, exhibits, analyses, documents, materials, policies and report(s) as set forth in Attachment "A". All work products or deliverables furnished under this Agreement 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. If any such material is subject to copyright and/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.

15. CONFIDENTIALITY OF DATA – All financial, statistical, personal, technical or other data and information made available to CONSULTANT shall not be disclosed (in whole or in part) by CONSULTANT to any third Parties and shall be protected by CONSULTANT from unauthorized use and disclosure. CONSULTANT shall refer all requests for information to DISTRICT. CONSULTANT shall observe all federal, state and county regulations concerning confidentiality of records.
16. ALTERATION – No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.  
  
There shall be no change in CONSULTANT's Key Personnel as listed in Attachment "A" without prior written approval by DISTRICT.
17. TERMINATION – At any time during the term of this Agreement, DISTRICT may:
  - A. Terminate this Agreement without cause upon providing CONSULTANT thirty (30) calendar days written notice stating the extent and effective date of termination; or



B. 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 and any other documents 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 satisfactorily performed in accordance with this Agreement to the date of termination and at the rates as set forth in Attachment "B". Notwithstanding any of the other provisions of this Agreement, CONSULTANT's 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 unwillingness or inability for any reason whatsoever to perform the duties hereunder; or if the Agreement is terminated pursuant to Section 26 (NON-DISCRIMINATION). In such event, CONSULTANT shall not be entitled to any further compensation under this Agreement. The rights and remedies of DISTRICT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

18. DISPUTES

A. In the event CONSULTANT considers any work demanded of CONSULTANT to be outside the requirements of this Agreement, or if CONSULTANT considers any



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

- B. Any controversy or claim arising out of or relating to this Agreement which cannot be resolved by mutual agreement may be settled by arbitration, provided that the Parties hereto mutually agree to submit to arbitration.
- C. Neither the pendency of a dispute nor its consideration by arbitration shall excuse CONSULTANT from full and timely performance in accordance with the terms of this Agreement.

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

20. CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business or other relationship with



DISTRICT that may have an impact upon the outcome of this Agreement or any ensuing DISTRICT construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing DISTRICT construction project, which will follow.

- B. CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
  - C. CONSULTANT hereby certifies that neither CONSULTANT nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint ownership or otherwise.
  - D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Agreement shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement.
21. INDEPENDENT CONTRACTOR – CONSULTANT and the agents and employees of CONSULTANT shall act at all times in an independent capacity during the term of this Agreement and in the performance of the services to be rendered hereunder and shall not act as, shall not be and shall not in any manner be considered employees or agents of DISTRICT or the County of Riverside.
22. FORCE MAJEURE – If either of the Parties cannot comply with any provision of this Agreement due to causes beyond its reasonable control and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders or other similar acts,

such party shall not be held liable for such failure to comply.

23. EDD REPORTING REQUIREMENTS – In order to comply with child support enforcement requirements of the State of California, DISTRICT may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department ("EDD"). CONSULTANT agrees to furnish the required data and certifications to DISTRICT within 10 days of notification of award of Agreement when required by EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of CONSULTANT to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of CONSULTANT to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONSULTANT has any questions concerning this reporting requirement, please call 916.657.0529. CONSULTANT should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).
24. JURISDICTION/LAW/SEVERABILITY – This Agreement is to be construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be declared severable and shall be given full force and effect to the extent possible. Any legal action in law or equity related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in the County of 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.

25. WAIVER – 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 as in any manner changing the terms hereof, or estopping DISTRICT from enforcement hereof.
26. NON-DISCRIMINATION – CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, disability, physical condition, marital status or age, and to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (California Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), the American with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.), the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Civil Rights Stabilization Act of 1987, Executive Orders 12898 and 13166, and all other applicable related laws, regulations and Executive Orders. Such nondiscrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination.
27. NON-APPROPRIATION OF FUNDS – It is mutually agreed and understood that the obligations of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for the reimbursement of CONSULTANT's fees. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONSULTANT in writing. This Agreement shall be deemed terminated and have no further force and effect immediately on receipt of DISTRICT's notification by CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to payment for work already performed in accordance with



Section 3 (COMPENSATION) and Section 4 (PAYMENT).

28. ENTIRE AGREEMENT – This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof. Any modifications to the terms of this Agreement must be in writing and signed by the Parties herein.
29. DISCREPANCIES – In the event of any conflict between the terms of this Agreement and the terms in any of the Attachments, the terms of this Agreement shall govern.

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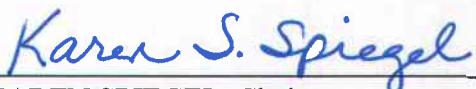
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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on July 20, 2021.  
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By   
JASON E. UHLEY  
General Manager-Chief Engineer


By   
KAREN SPIEGEL, Chair  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER  
Clerk of the Board

By   
SYNTHIA M. GUNZEL  
Chief Deputy County Counsel

By   
Deputy

Consulting Services Agreement  
Perris Valley Channel Lateral B, Stage 4  
Project No. 4-0-00009-04  
06/29/2021  
AK:blm:rlp

**ALBERT A. WEBB ASSOCIATES**



**SCOTT HILDEBRANDT**  
Senior Vice President

Consulting Services Agreement  
Perris Valley Channel Lateral B, Stage 4  
Project No. 4-0-00009-04  
06/29/2021  
AK:blm:rlp



**ATTACHMENT "A"**  
**SCOPE OF WORK**

# SCOPE OF WORK

**The Perris Valley Master Drainage Plan was adopted in 1987. Since that time, developments and other constraints have necessitated the realignment to much of Lateral B. To address the issues and constraints of associated with the MDP alignment of Lateral B, The March Joint Powers Authority and the District collaborated on the appropriate alignment that considers the need of March Air Reserve Base (MARB).**

Through that process the alignment of Lateral B was moved from the west side of I-215 to the east side of I-215. The downstream segment of Lateral B is constructed from Heacock Street to the Perris Valley Storm Drain. A upstream segment that extends from the existing Caltrans Channel at the March Air Museum to Western Way is in the final stages of design and will be constructed this summer as part of the VIP 215 Project. At this time the District desires to design and construct the Stage 4 segment of Lateral B that will extend from the existing downstream facility at Heacock Street, extend across and adjacent to the March Air Reserve Base, and tie into the downstream end of the VIP-215 Segment of Lateral B. The completion of the Stage 4 segment of Lateral B will provide needed protection to MARB and will also allow for lateral connections to undeveloped properties in the City of Perris.



The District has evaluated preliminary alignments for this Stage of Lateral B. At this time the District wishes to team with a consultant to proactively finalize the design of Lateral B, navigate the complexities of constructing a facility on a Federal Military Base, and closely coordinate with and assist District Staff to provide the needed environmental permits and right-of-ways to construct this segment of Lateral B. Having designed the upstream segment of Lateral B. Along the VIP-215 site, and having previously partnered with MJPA and the District on the design and permitting of Heacock Channel. WEBB is intimately familiar with the District's needs and the process of permitting a facility through MARB. ***WEBB is uniquely positioned to deliver this project for the District.***

**Based on our review of this segment of Lateral B, WEBB has identified the following critical issues:**

**Finalization of the Alignment and Identification of Right-of-Way** - The backup data provided with the RFP include two alignments; one completely through MARB and the other through parcels west of MARB (and then through MARB on the South). WEBB understands that the District, MJPA, and MARB are currently negotiating an agreement as to alignment, schedule, and funding. While it is anticipated the second option will be implemented, it is key to quickly establish the finalized alignment so all necessary easements can be secured and proper environmental studies and documentation can take place. WEBB will assist the District with any necessary work to facilitate the completion of the agreement.



**Collection of Runoff from MARB** - There is a significant on-site area on MARB that is tributary to Lateral B. Based upon our previous analyses of the on-site area, a 100-Year storm event will generate a flow rate of several hundred cfs. The connection design will need to be closely coordinated with MARB as their NPDES permit requires some level of on-site containment prior to downstream discharge.

**Permitting of the Facility** - Since a portion of Lateral will be traversing through MARB, a NEPA Document will have to be prepared in conjunction with the CEQA Documentation for the project. Additionally the necessary easements will also have to be processed. In true military fashion, the review of these separate documents takes place at different locations in the country. All of this requires coordinating with multiple teams and ensuring they all have the necessary understanding of the goals

**WEBB is committed to providing the highest quality services to the District and will utilize our regional expertise and knowledge to provide development and implementation solutions for the District's project. WEBB has reviewed the Scope of Work as described below, and will provide all necessary services for the design of the Perris Valley Channel Lateral B, Stage 4 Project.**

## **Task 1 - Memorandum of Understanding & Schedule**

### **1.1 - Memorandum of Understanding**

A Memorandum of Understanding (MOU) will be provided to document the design parameters and decisions so there is no misunderstandings regarding the project moving forward. Key to this MOU will be establishing the final facility alignment. WEBB's experience in working with the District is that these MOUs are very helpful so there is not a loss of continuity when District Staff rotations take place.

### **1.2 - Schedule**

A preliminary project schedule is included as part of this proposal. Throughout the project this schedule will be augmented and updated to track the overall progress of the project. This will help keep the project on track by allowing us to schedule the various resources needed to complete the project.

### **1.3 - Project Coordination Meetings**

Project Management and close coordination with the District and our sub-consultants is key to the

and objectives of the project and how the project will benefit the Base. We have budgeted time to ensure all necessary permits for construction are obtained for this project.

### **Connection to Existing Crossing at Heacock Street**

The proposed storm drain will tie into an existing crossing of Heacock Street. A key design element is how the proposed facility ties into the existing facility.

### **Demolition of Interim Outlet**

- It's WEBB's understanding the current tri-party agreement between the District, MJPA, and MARB requires the interim outlet of Lateral B Stage 5 (VIP 215 Interim Outlet) be demolished and removed from the Base. We have included the design of this demolition as part of our overall scope of services.

successful delivery of the project. This begins with a Project Kick-off Meeting and continues with monthly Project Design Team (PDT) Meetings. WEBB has budgeted for 12 PDT Meetings in addition to other specific meetings outlined in this proposal. At each meeting an updated project schedule will be provided, and meeting minutes will be kept to document the decision and follow up items from each meeting. In addition to the monthly PDT meetings, **WEBB will schedule a project coordination call between each PDT meeting to ensure necessary coordination takes place, and the project moves forward.** WEBB has also anticipated and budgeted for multiple coordination meetings will be required with MARB to secure the necessary permissions to construct the project.

### **Deliverables:**

- *Meeting Agenda and Minutes, MOU and Schedules updated at each PDT Meeting*

## **Task 2 - 30% Plans**

### **2.1 - 30% Plan Set**

A 30% Plan Set will be developed in accordance with



District Design and Drafting Standards. The 30% design will establish the permanent and temporary construction easements that are required for this project. The plans will show plan, profile, and sections of the storm drains. Also included with the Plan Set will be survey control plans.

### **2.2 - Comment Review (First Round) &**

### **2.3 - Comment Review (Second Round)**

WEBB will incorporate the District's and City of Perris' review comments from the initial 30% Plan and resubmit the plan set to the District, MARB, and MJPA for a final 30% review. Comments from this final review will be incorporated into the plans and will be submitted to the District as the final 30% Plans. **WEBB has scoped for three rounds of review.**

### **2.4 - 30% QA/QC Review**

Prior to the initial 30% submittal to the District, WEBB will conduct a QA/QC review from our designated Independent Engineering & Drafting QC Taskforce that is not involved in the design and production of the improvement plans. WEBB will address all QA/QC comments prior to submittal. WEBB will submit copies of our internal review comments to the District as part of the first 30% submittal.

#### **Deliverables:**

- *30% Plan Set (three submittals)*
- *Response to Comments Letter*
- *QA/QC Comments*

### **Task 3 - Land Acquisition Coordination**

The District's Real Estate Services (RES) Staff will take the lead on preparing the plat and legal descriptions and securing the necessary right of way and easements for this project. WEBB's role is to proactively work with the District's RES Staff and provide them with all data needed for this work to be performed.

#### **3.1 - Land Acquisition Kick-off Meeting**

As soon as the right-of-way requirements are determined with the 30% Design, WEBB will schedule a kick-off meeting with Real Estate Services to review the right of way needs.

#### **3.2 - APN Exhibits & Spreadsheets**

To assist in this meeting a preliminary APN Exhibit, R/W Tracking Spreadsheet and Individual APN exhibits with

dimensions will be provided. Any tweaks or modifications resulting from the Kick-off Meeting will be made and Linework and updated exhibits will be submitted to RES for this use in preparing the plat and legal descriptions.

### **3.3 - Review of District Plats and Legal**

WEBB will review the plat and legal descriptions prepared by the District to confirm that they are consistent with the Improvement Plans and cover the areas required for the construction of the project. WEBB will provide redlines to the RES Staff and will update the tracking spreadsheet to facilitate coordination.

### **3.4 - R/W Acquisition Coordination**

WEBB will provide ongoing coordination with RES Staff to ensure necessary R/W is properly secured for this project.

#### **Deliverables:**

- *R/W Kickoff Meeting Agenda and Meeting Minutes*
- *Overall APN Exhibit and Individual APN Exhibits with Dimensions*
- *R/W Tracking Spreadsheet*
- *P&L Review Correspondence*

### **Task 4 - Environmental Coordination**

The District's Environmental and Regulatory Services (ERS) Staff will take the lead on environmental documentation and permitting for this project. WEBB's role is to proactively work with the District's ERS Staff and provide them with all data and exhibits needed for this work to be performed.

#### **4.1 - Coordination Meetings**

WEBB will set up an initial meeting with ERS Staff to coordinate what data and exhibits are required for CEQA/NEPA and Permitting. Additional calls and meetings will be attended on an as-needed basis.

**4.2 - Environmental Information Package** – WEBB will prepare an Environmental Information Package for this project to be used by District ERS Staff to prepare CEQA/NEPA and to obtain regulatory permits.

#### **4.3 - GIS Shapefiles and Exhibits**

WEBB will prepare GIS Exhibits and provide the District ERS Staff with shapefiles for their use in the CEQA/NEPA and the Permitting Process.



**Deliverables:**

- *Environmental Meeting Kick-off Meeting Agenda and Meeting Minutes*
- *GIS Exhibits and GIS Shapefiles*
- *EIP*

**Task 5 - Geotechnical Investigation**

**Task 5.1: Geotechnical Analysis**

WEBB has reviewed the Geotechnical Requirements set forth in the RFP and is committed to providing the District with all required geotechnical Services. WEBB has teamed with GEOCON to provide these services. GEOCON will immediately begin coordination with MARB in order to gain site access.

**Task 5.1: Infiltration Tests**

The RFP requests an infiltration test be obtained for the project. These may be needed as part of NPDES requirements MARB has. WEBB has budgeted for a separate site visit to obtain these tests. If it turns out that these tests are not required for permitting of the project, WEBB will then eliminate this scope and budget from our contract.

**Deliverables:**

- *Draft and Final Geotechnical Reports*
- *Infiltration Tests*

**Task 6 - Utility Coordination**

**6.1 - Utility Potholing & Locating**

Based on the 30% design plans potential utility conflicts will be identified. WEBB will prepare an exhibit documenting potential conflicts and coordinate with the District on the actual number of potholes. Based upon WEBB's review of the project, and WEBB's experience of similar projects, WEBB has included a Time and Materials budget of \$30,000 (including a 15% sub-consultant markup) to cover utility locating services.

**6.2 - Potholes & Report**

WEBB has selected C-Below to provide the utility locating services and WEBB will coordinate with the District and C-Below to ensure District Survey Staff is in the field when potholes are being gathered.

**6.3 - Utility Conflict Report & Exhibit**

The pothole report and the District's field topographical points will be compiled into a utility conflict exhibit that illustrates all utility conflicts for this project.

**6.4 - Utility Contact Spreadsheet**

WEBB will take the lead in coordinating the relocation of the utilities in conflict. WEBB will work with the District's Utility Coordinator to prepare and update the Utility Contact Spreadsheet

**6.5 - Relocation Plan Review**

WEBB has included time to review relocation plans to be prepared by the utility agencies. If requested by the District, WEBB will prepare a scope and budget to prepare utility relocation plans.

**Deliverables:**

- *Utility Contact Spreadsheet (updated through Project)*
- *Review Memo*
- *Redlines for Relocation Plans*
- *Pothole report*

**Task 7 - 60% Design Plans**

**7.1 - 60% Plan Set**

The 60% Plan Set will incorporate any adjustments resulting from ongoing coordination with the District, MARB, and MJPA. It will also reflect adjusted utility information resulting from the potholes. The 60% plans will include all design elements for the storm drain as outlined in the RFP.

**7.2 - Comment Review (First Round) &**

**7.3 - Comment Review (Second Round)**

WEBB will incorporate the District's and City of Perris' review comments from the initial 60% Plan and resubmit the plan set to the District, MARB, and MJPA for a final 60% review. Comments from this final review will be incorporated into the plans and will be submitted to the District as the final 60% Plans. **WEBB has scoped for three rounds of review.**

**7.4 - 60% QA/QC Review**

Prior to the initial 60% submittal to the District, WEBB will conduct a QA/QC review from our designated Independent Engineering & Drafting QC Taskforce that is not involved in the design and production of the improvement plans. WEBB will address all QA/QC comments prior to submittal. WEBB will submit copies of our internal review comments to the District as part of the first 60% submittal.



**Deliverables:**

- 60% Plan Set (three submittals)
- Response to Comments Letter
- QA/QC Comments

**Task 8 - Hydrology & Hydraulics Report**

**Task 8.1 - Draft H&H Report**

WEBB will prepare a stand alone hydrology and hydraulics report for this project. WEBB will utilize the previously prepared mainline hydrology that was prepared by the District. WEBB will prepare local hydrology calculations for all lateral connections. Hydraulics for all facilities will be included in the stand alone report. A draft report will be prepared and submitted with the 30% Plans. This report will include all hydrologic and hydraulic analysis required for that level of design.

**Task 8.2 - Final H&H Report**

The report will be finalized and submitted with the 60% Plans. The report will continue to be updated throughout design and the Finalized copy will be submitted as a stand-alone report for this project.

**Task 8.3 - QA/QC Review**

Prior to the submittal to the District, WEBB will conduct a QA/QC review from our designated Independent Engineering & Drafting QC Taskforce that is not involved in the design and production of the H&H Report.

**Deliverables:**

- Draft H&H Report
- Final H&H Report (with updates as needed)
- All electronic Computer files

**Task 9 - Bid Items & Cost Estimate**

**10.1 - 30% Quantities & Estimate &**

**10.2 - 60% Quantities & Estimate**

This project will ultimately go out to bid for construction. With that end in mind, WEBB will prepare quantities estimates based on the District's standard bid and pay item approach as contained in the District's boilerplate specifications. To facilitate this, WEBB will utilize the District's Plan and Specification Spreadsheet that lists construction notes, Specification Section, and Plan Sheet Number. We will provide quantities by sheet using excel and Bluebeam as backup. Cost estimates will be prepared based on previous District Bid Results and WEBB's construction cost database.

**Deliverables:**

- Plan and Specification Spreadsheet updated with each submittal
- 30% Plans Cost Estimate
- 60% Plans Cost Estimate

**Task 10 - 90% Design Plans**

**10.1 - 90% Plan Set**

The 90% Plan Set will incorporate any adjustments resulting from ongoing coordination with the District, MARB and MJPA. It will also include maintenance and traffic control plans (as needed) and all required structural details.

**10.2 - Comment Review (First Round) &**

**10.3 - Comment Review (Second Round)**

WEBB will incorporate the District's and City of Perris' review comments from the initial 90% Plan and resubmit the plan set to the District, MARB, and MJPA for a final 90% review. Comments from this final review will be incorporated into the plans and will be submitted to the District as the final 90% Plans. **WEBB has scoped for three rounds of review.**

**10.4 - 90% QA/QC Review**

Prior to the initial 90% submittal to the District, WEBB will conduct a QA/QC review from our designated Independent Engineering & Drafting QC Taskforce that is not involved in the design and production of the improvement plans. WEBB will address all QA/QC comments prior to submittal. WEBB will submit copies of our internal review comments to the District as part of the first 90% submittal.

**Deliverables:**

- 90% Plan Set (three submittals)
- Response to Comments Letter
- QA/QC Comments

**Task 11 - Structural Design Report**

**11.1 - Draft Structural Design Report &**

**11.2 - Final Structural Design Report**

Based upon WEBB's review of the project and WEBB's experience on similar projects over the years WEBB does not anticipate there will be significant design that require customized structures. WEBB will strive to use standard drawings were possible. In the event there is a non-standard structure requiring special design, **WEBB has budgeted \$10,000 to cover the analysis and design.** This budget will not be used unless authorized by the District.

**Deliverables:**

- *Draft and Final Structural Design Report*

**Task 12 - 90% Stormwater Pollution Prevention Plan**

**12.1 - Draft 90% SWPPP**

Based on WEBB's review of the project, and our understanding of the Construction General Permit WEBB believes this project will require a Linear Underground Project (LUP) Stormwater Pollution Prevention Plan. WEBB anticipates this will be a Type 1 Project.

**12.2 - Erosion Control Plan**

WEBB will prepare an Erosion Control Plan along with the 90% SWPPP.

**12.3 - Final 90% SWPPP**

WEBB will submit this to the District for Review and a final SWPPP will be prepared, which will be included with the Bid Documents, for the selected contractor to finalize and obtain coverage with.

**Deliverables:**

- *Draft and Final 90% SWPPP with Erosion Control Plan*

**Task 13 - Draft Specifications**

**13.1 - Draft Specifications**

WEBB will utilize the District's boilerplate to prepare draft project specifications. The effort undertaken in Task 9 to define payment units will help to streamline preparation of the Draft Specifications.

**13.2 - Finalized Plans & Specifications Spreadsheet**

WEBB will prepare the final project specifications and the District's Plan and Specifications Spreadsheet.

**Deliverables:**

- *Draft Specifications in Word Format, Finalized Plan, and Specifications Spreadsheet*

**Task 14 - Final Plans**

**Task 14.1 - Final Field Walk**

WEBB and the District will perform a final field walk of the project alignment. Any changes identified as part of the field walk will be incorporated into the Plan Set.

**Task 14.2 - Signed 100% Plans**

WEBB will provide any/all necessary revisions that have been requested in order that the plans are considered approved and ready to print to mylar. Plans will be digitally signed.

**Task 14.3 - 100% CAD Files**

All electronic CAD files will be submitted to the District as specified by the RFP.

**Task 14.4 - Final Cost Estimate**

WEBB will finalize the cost estimate based on the approved 90% design plans and any comments from the District. WEBB will coordinate with District personnel to ensure bid items match the design specifications exactly and are reflected on the plans.

**Task 14.5 - Final Specifications**

WEBB will finalize specifications by incorporating comments for the draft specifications.

**Deliverables:**

- *Digitally signed and stamped Final Plans, CAD Files, Final Cost Estimate, Final Specifications*

**Task 15 - Extra Directed Work**

WEBB shall provide engineering services to complete extra work as necessary for the completion of the project. All extra directed work shall be performed only as directed by the District. Any work performed under this Task shall be clearly outside of the scope of work listed here on.

**ATTACHMENT "B"**  
**FEE SCHEDULE**



# COST AND MAN-HOUR BREAKDOWN

Item	Description	Scott Hildebrandt Principal II	Joseph Caldwell Principal I	Siming Zhang Principal I	Rafael Reyes Assistant III	Elizabeth Xiong Assistant III	Cheryl DeGano Senior III	Eric Hays Senior III	Ranjit Singh Senior II	Reed Chilton Principal I	Haley Franco Project Coordinator	Total Hours	Subtotal - Labor	Sub-consultant budget	Total/task
Billout Rate		\$ 281	\$ 260	\$ 260	\$ 129	\$ 129	\$ 238	\$ 238	\$ 221	\$ 260	\$ 107				
<b>Task 1 - Memorandum of Understanding and Schedule</b>		73	164	20							76	333	\$ 76,485	\$ -	\$ 76,485
1.1	MOU	4	8								4	16	\$ 3,632	\$ -	\$ 3,632
1.2	Schedule	4	48								12	64	\$ 14,888	\$ -	\$ 14,888
1.3	Project Coordination Meetings	65	108	20							60	253	\$ 57,965	\$ -	\$ 57,965
<b>Task 2 - 30% Plans</b>		24	68	92	232	232		12	12	12	22	706	\$ 119,182	\$ -	\$ 119,182
2.1	30% Plan Set	12	40	60	180	160					10	442	\$ 71,722	\$ -	\$ 71,722
2.2	Comment Review (First Round)	4	12	20	40	40					6	122	\$ 20,406	\$ -	\$ 20,406
2.3	Comment Review (Second Round)	4	12	12	32	32					6	98	\$ 16,262	\$ -	\$ 16,262
2.4	30% QA/QC	4	4					12	12	12		44	\$ 10,792	\$ -	\$ 10,792
<b>Task 3 - Land Acquisition Coordination</b>		6	28	16	2	28					14	94	\$ 18,494	\$ -	\$ 18,494
3.1	Land Acquisition Kickoff Meeting	2	4		2						2	10	\$ 2,074	\$ -	\$ 2,074
3.2	APN Exhibits and Spreadsheet	2	2	6		28					6	44	\$ 6,896	\$ -	\$ 6,896
3.3	Review of District Plats and Legals	2	2	10							6	20	\$ 4,324	\$ -	\$ 4,324
3.4	R/W Acquisition Coordination		20									20	\$ 5,200	\$ -	\$ 5,200
<b>Task 4 - Environmental Coordination</b>		6	26		42		16				20	110	\$ 19,812	\$ -	\$ 19,812
4.1	Coordination Meetings	4	16								12	32	\$ 6,568	\$ -	\$ 6,568
4.2	Environmental Information Package	2	2		24		16				4	48	\$ 8,414	\$ -	\$ 8,414
4.3	GIS Shapefiles and Exhibits		8		18						4	30	\$ 4,830	\$ -	\$ 4,830
<b>Task 5 - Geotechnical Investigations</b>			8		8						8	24	\$ 3,968	\$ 33,327	\$ 37,296
5.1	Geotechnical Analysis		4		4						4	12	\$ 1,984	\$ 24,001	\$ 25,985
5.2	Infiltration Tests		4		4						4	12	\$ 1,984	\$ 9,327	\$ 11,311
<b>Task 6 - Utility Coordination</b>		8	36	19		20					26	109	\$ 21,910	\$ 30,000	\$ 51,910
6.1	Pothole Location Exhibit		4	4		8					6	22	\$ 3,754	\$ -	\$ 3,754
6.2	Potholes and Report	4	4	4							6	18	\$ 3,846	\$ 30,000	\$ 33,846
6.3	Utility Conflict Report and Exhibit		4	5		12					6	27	\$ 4,530	\$ -	\$ 4,530
6.4	Utility Contact Spreadsheet	4	4	6							8	22	\$ 4,580	\$ -	\$ 4,580
6.5	Relocation Plan Review		20									20	\$ 5,200	\$ -	\$ 5,200
<b>Task 7 - 60% Plans</b>		24	50	60	120	120		12	12	12	20	430	\$ 77,072	\$ -	\$ 77,072
7.1	60% Plan Set	12	30	40	80	80					12	254	\$ 43,496	\$ -	\$ 43,496
7.2	Comment Review (First Round)	4	8	12	24	24					4	76	\$ 12,944	\$ -	\$ 12,944
7.3	Comment Review (Second Round)	4	8	8	16	16					4	56	\$ 9,840	\$ -	\$ 9,840
7.4	60% QA/QC	4	4					12	12	12		44	\$ 10,792	\$ -	\$ 10,792
<b>Task 8 - Hydrology and Hydraulics Report</b>		10	40		140				12		24	226	\$ 36,490	\$ -	\$ 36,490
8.1	Draft H&H Report	4	24		80						16	124	\$ 19,396	\$ -	\$ 19,396
8.2	Final H&G Report	2	12		60						8	82	\$ 12,278	\$ -	\$ 12,278
8.3	QA/QC	4	4						12			20	\$ 4,816	\$ -	\$ 4,816
<b>Task 9 - Bid Items and Cost Estimate</b>		8	16	12		52					4	92	\$ 16,664	\$ -	\$ 16,664
9.1	30% Quantities and Estimate	4	8	8		32					2	54	\$ 9,626	\$ -	\$ 9,626
9.2	60% Quantities and Estimate	4	8	4		20					2	38	\$ 7,038	\$ -	\$ 7,038

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Item	Description	Scott Hildebrandt Principal II	Joseph Caldwell Principal I	Siming Zhang Principal I	Rafael Reyes Assistant III	Elizabeth Xiong Assistant III	Cheryl DeGano Senior III	Eric Hays Senior III	Ranjit Singh Senior II	Reed Chilton Principal I	Haley Franco Project Coordinator	Total Hours	Subtotal - Labor	Sub-consultant budget	Total/task
<b>Task 10 - 90% Plans</b>		20	44	48	76	76		12	12	12	12	312	\$ 59,060	\$ -	\$ 59,060
10.1	90% Plan Set	8	24	30	40	40					4	146	\$ 27,036	\$ -	\$ 27,036
10.2	Comment Review (First Round)	4	8	10	20	20					4	66	\$ 11,392	\$ -	\$ 11,392
10.3	Comment Review (Second Round)	4	8	8	16	16					4	56	\$ 9,840	\$ -	\$ 9,840
10.4	90% QA/QC	4	4					12	12	12		44	\$ 10,792	\$ -	\$ 10,792
<b>Task 11 - Structural Design Report</b>		4	8	16								28	\$ 7,364	\$ 10,000	\$ 17,364
11.1	Draft Structural Report	2	4	8								14	\$ 3,682	\$ 10,000	\$ 13,682
11.2	Final Structural Report	2	4	8								14	\$ 3,682	\$ -	\$ 3,682
<b>Task 12 - 90% SWPPP</b>			12		22	28					10	72	\$ 10,640	\$ -	\$ 10,640
12.1	Draft 90% SWPPP		4		16						6	26	\$ 3,746	\$ -	\$ 3,746
12.2	Erosion Control Plan		4			24						28	\$ 4,136	\$ -	\$ 4,136
12.3	Final 90% SWPPP		4		6	4					4	18	\$ 2,758	\$ -	\$ 2,758
<b>Task 13 - Draft Specifications</b>		6	18	44		16					18	102	\$ 21,796	\$ -	\$ 21,796
13.1	Draft Specifications	4	12	28		8					12	64	\$ 13,840	\$ -	\$ 13,840
13.2	Finalized Plans and Specifications Spreadsheet	2	6	16		8					6	38	\$ 7,956	\$ -	\$ 7,956
<b>Task 14 - Final Plans</b>		8	24	24	28	12					4	100	\$ 20,316	\$ -	\$ 20,316
14.1	Final Field Walk		4	4	4	4						16	\$ 3,112	\$ -	\$ 3,112
14.2	Signed 100% Plans	2	8	8	16							34	\$ 6,786	\$ -	\$ 6,786
14.3	Cad Files				8							8	\$ 1,032	\$ -	\$ 1,032
14.4	Final Cost Estimate	4	8	4		8						24	\$ 5,276	\$ -	\$ 5,276
14.5	Final Specifications	2	4	8							4	18	\$ 4,110	\$ -	\$ 4,110
<b>Total</b>		<b>197</b>	<b>542</b>	<b>351</b>	<b>670</b>	<b>584</b>	<b>16</b>	<b>36</b>	<b>48</b>	<b>36</b>	<b>258</b>	<b>2738</b>	<b>\$ 509,253</b>	<b>\$ 73,327</b>	<b>\$ 582,581</b>
<b>Task 15 - Extra Directed Work</b>															<b>\$ 50,000</b>
<b>Total (Plus Task 15 - Extra Directed Work)</b>		<b>197</b>	<b>542</b>	<b>351</b>	<b>670</b>	<b>584</b>	<b>16</b>	<b>36</b>	<b>48</b>	<b>36</b>	<b>258</b>	<b>2738</b>	<b>\$ 509,253</b>	<b>\$ 73,327</b>	<b>\$ 632,581</b>

1. Rounded to the nearest \$1.



# HOURLY FEE SCHEDULE



## Fee Schedule

### CLASSIFICATION

<u>Engineers/Project Managers/Planners/Scientists/ Assessment/Special Tax Consultants/Landscape Architects/Designers</u>	<u>Rates \$/Hour</u>
Principal II.....	281.00
Principal I .....	260.00
Senior III .....	238.00
Senior II .....	221.00
Senior I .....	209.00
Associate III .....	197.00
Associate II .....	181.00
Associate I .....	174.00
Assistant V .....	162.00
Assistant IV .....	146.00
Assistant III .....	129.00
Assistant II .....	109.00
Assistant I .....	92.00

### Survey Services

2-Person Survey Party .....	284.00
1-Person Survey Party .....	196.00

### Inspection Services

Inspector (Non-Prevailing Wage) .....	133.00
Inspector Overtime (Non-Prevailing Wage) .....	180.00
Inspector (Prevailing Wage) .....	143.00
Inspector Overtime (Prevailing Wage) .....	190.00

### Administrative Services

Project Coordinator .....	107.00
Administrative Assistant III .....	97.00
Administrative Assistant II .....	86.00
Administrative Assistant I .....	68.00

### Other Direct Expenses

Incidental Charges .....	Cost + 15%
Postage .....	Cost
Subcontracted Services .....	Cost + 15%
Special Consultant.....	355.00
Survey/Inspection Per Diem.....	Prevailing Wage Rate
In-House Delivery Up to 1/2 hour.....	30.00
In-House Delivery 1/2 Hour up to 1 Hour.....	60.00
In-House Delivery Over 1 Hour up to 2 Hours .....	110.00
In-House Delivery Over 2 Hours .....	160.00
Survey/Inspection Vehicle .....	0.81/Mile
Mileage .....	0.72/Mile

Note: All rates are subject to change based on annual inflation and cost of living adjustments. Prevailing wages are dictated by the California Department of Industrial Relations (DIR). As such, the indicated rate will remain in effect until revised rates are published by the DIR. The rate shown shall be subject to renegotiation to remain in compliance with State requirements if prevailing wages are increased by the DIR.

\* A FINANCE CHARGE of 1 1/2 % per month (18% per year) will be added to any unpaid amount commencing thirty (30) days from invoice date. A mechanic's lien may be filed for any invoice remaining unpaid after thirty (30) days from invoice date.