

CONSULTING SERVICES AGREEMENT
FY 2022-23 to FY 2026-27

The Consulting Services Agreement ("Agreement") dated as of July 1, 2022 is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, hereinafter called "DISTRICT", and ULTRASYSTEMS ENVIRONMENTAL, INCORPORATED, a California corporation, hereinafter called "CONSULTANT". DISTRICT and CONSULTANT are sometimes individually referred to herein as a "Party" and collectively as the "Parties". The Parties hereby agree as follows:

1. SERVICE CATEGORY

Upon DISTRICT's request, CONSULTANT shall provide on-call services to DISTRICT for Service Categories E, as further described in "Service Categories & Tasks", attached hereto and incorporated herein as Attachment "A", in accordance with applicable federal, state and local laws and regulations.

2. SCOPE OF SERVICES

As requested by DISTRICT, CONSULTANT shall provide those services as described in the "Scope of Services", attached hereto and incorporated herein as Attachment "B", on an "on-call" basis. During the term of this Agreement, DISTRICT may request CONSULTANT to submit one or more proposals within any of the Service Categories for which CONSULTANT is selected pursuant to Attachment "A". In the event DISTRICT finds CONSULTANT's proposal acceptable, DISTRICT may issue one or more Task Orders, the form of which shall generally conform with the "Task Order Approval Form" (attached hereto and incorporated herein as Attachment "C"). CONSULTANT understands and expressly agrees that the execution of this Agreement by CONSULTANT and/or the submission of any proposal to furnish services does not guarantee the assignment

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or approval of any subsequent Task Order(s).

3. PERSONNEL

A. Project Manager

For each Task Order, DISTRICT shall designate a staff representative who shall act as DISTRICT's Project Manager ("Project Manager") for the Task Order. In the event DISTRICT changes its Project Manager, it shall notify CONSULTANT in writing.

B. CONSULTANT's Representative

CONSULTANT shall appoint a Designated Representative for each assigned Task Order who shall be responsible for coordinating all aspects of the assigned Task Order. CONSULTANT's Designated Representative shall be available to DISTRICT's Project Manager at reasonable times. In the event CONSULTANT changes its Designated Representative, it shall notify DISTRICT in writing.

C. Substitution of Key Personnel

At the time of Task Order approval, CONSULTANT shall identify to DISTRICT's Project Manager the Key Personnel who are responsible for executing Task Order. Should one or more of the identified Key Personnel become unavailable, CONSULTANT may substitute other personnel of equal or greater competence upon DISTRICT's written approval. In the event that DISTRICT and CONSULTANT cannot come to an agreement regarding substitution of the Key Personnel, DISTRICT may terminate the Task Order, pursuant to the applicable provisions of this Agreement.

4. TERM

The term of this Agreement shall become effective on July 1, 2022 and shall remain in

effect through the required date for completion of an assigned Task Order, provided that such Task Order was approved prior to June 30, 2026 and is to be completed by June 30, 2027.

5. COMPENSATION

CONSULTANT shall receive compensation for all services satisfactorily performed and expenses incurred under this Agreement in accordance with the terms of the approved Task Order(s). The cumulative total of all task orders shall not exceed \$600,000 over the entire term of this Agreement.

6. PAYMENT

Payment shall be made in accordance with the Compensation/Fee Rate Schedule attached to an approved Task Order. Unless otherwise agreed, progress payments shall be processed on a monthly basis. Upon satisfactory performance of CONSULTANT's services pursuant to an approved Task Order, DISTRICT shall pay CONSULTANT within forty-five (45) days after DISTRICT's approval of CONSULTANT's invoice(s). DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

CONSULTANT shall keep employee and expense records according to customary accounting methods and such records shall, upon request, be available for inspection by DISTRICT to verify CONSULTANT's invoices. CONSULTANT's invoices shall itemize charges to conform with the Compensation/Fee Rate Schedule negotiated for the specific Task Order. DISTRICT shall notify CONSULTANT of any disputed charges within thirty (30) days of receipt of CONSULTANT's invoice. **DISTRICT reserves the right to withhold payment for work that is not invoiced in a timely manner.**

7. INVOICES

All work shall be invoiced in a timely manner. All invoices shall be mailed directly to DISTRICT's Accounts Payable Section. Each invoice shall include the following information:

A. Purchase Order Number associated with the approved Task Order – (as provided by DISTRICT).

B. Billing Period – (indicating the date(s) when the services were rendered).

Monthly invoices shall be mailed to DISTRICT no later than the 15th day of the month following the end of the Billing Period. Periodic single invoices shall be mailed within 45 business days of Task Order completion. Incomplete invoices will be returned to CONSULTANT for correction.

8. PROJECT PERFORMANCE

A. Commencement of Services

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

B. Time of Completion

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

9. LICENSES

At all times while performing services under this Agreement, CONSULTANT, its employees, agents, contractors and subcontractors shall possess all necessary and appropriate federal and/or state permits and maintain professional licenses required by the applicable federal, state and local regulations.

10. 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 and to fully and adequately complete each approved Task Order.

11. ERRORS AND OMISSIONS

In the event CONSULTANT's data, technical studies, reports, plans, specifications, estimates, work products or any other documents furnished under this Agreement 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, work products or any other documents, any such additional expense shall be borne solely by CONSULTANT. When the agreed upon scope of services to be performed by CONSULTANT are not in conformance with the terms of this Agreement, DISTRICT shall have the right to require CONSULTANT to perform the agreed upon scope of services in conformance with the terms of this Agreement at no additional cost to DISTRICT. When the agreed upon scope of services are not in conformance with the terms of this Agreement and are of such a nature that they cannot be corrected, DISTRICT shall have the right to (1) require CONSULTANT immediately to take all necessary steps to ensure future performance in conformity with the terms of this Agreement; and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event CONSULTANT receives payment under this Agreement which is later disallowed by DISTRICT for nonconformance with the terms

of the Agreement, CONSULTANT shall promptly refund the disallowed amount to DISTRICT on request; or at its option, DISTRICT may offset the amount disallowed from any payment due to CONSULTANT.

12. PERMITS AND RIGHTS OF ENTRY

DISTRICT shall obtain all necessary rights of entry that may be required in order for CONSULTANT to perform the services stipulated by an approved Task Order within and upon privately-owned property. CONSULTANT shall obtain all necessary permits or rights of entry that may be required in order for CONSULTANT to perform the services stipulated by an approved Task Order from any and all affected public entities. Sufficient evidence of having obtained such permits and/or rights of entry shall be furnished to DISTRICT by CONSULTANT, prior to initiation of work. CONSULTANT shall prosecute the work in such a manner as to minimize public inconvenience and possible hazard and shall restore the streets and other work areas to their original condition and former usefulness as soon as practicable. CONSULTANT shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.

13. NOTICES

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

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Finance Division

ULTRASYSTEMS
ENVIRONMENTAL, INC.
16431 Scientific Way
Irvine, CA 92618
Attn: Betsy A. Lindsay

14. REQUIRED INSURANCE

CONSULTANT shall not commence operations until DISTRICT has been furnished

with original certificate(s) of insurance and certified original copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. As respects to the insurance section, DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

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

- A. Workers' Compensation: If CONSULTANT has employees as defined by the State of California, CONSULTANT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT.
- 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 insureds.
- 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 \$1,000,000 per occurrence and \$2,000,000 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 its' sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a 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 for 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 an A:VIII (A:8) unless such requirements are waived, in writing, by DISTRICT's 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 deemed 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 with respect to this Agreement with DISTRICT; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- iii. CONSULTANT shall cause their insurance carrier(s) to furnish DISTRICT with 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 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 DISTRICT 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 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 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 and the monetary limits of liability required under this Agreement if, in

DISTRICT 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.
- 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.

15. WORK PRODUCT

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

is given the author.

16. [INTENTIONALLY DELETED]

17. QUALITY CONTROL

CONSULTANT shall implement and maintain effective quality control procedures throughout all phases of assigned task and/or services. CONSULTANT shall have a quality control plan in effect during the entire time task and/or services are being performed under this Agreement. The plan shall establish a process whereby all calculations and documents prepared under this Agreement are independently checked, corrected and backchecked, and all pertinent job related correspondence and memoranda are bound in appropriate job files. Evidence that the quality control plan is functional may be requested by DISTRICT. All documents and any other items submitted to DISTRICT for review shall be initialed by CONSULTANT's project manager, or his designee, as being fully checked and that the preparation of the material followed the quality control plan established for the work.

18. TERMINATION

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

A. Agreement

- 1) Terminate this Agreement without cause upon providing CONSULTANT thirty (30) business days written notice stating the extent and effective date of termination; or
- 2) Upon five (5) business 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 any such manner it deems appropriate.

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 work product, equipment, files, records, data or reports prepared by CONSULTANT, whether partially or fully completed.

In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for all services performed in accordance with this Agreement to the date of termination, a total amount which bears the same ratio to the total maximum fee otherwise payable under this Agreement as the services actually bear to the total services necessary for performance of this Agreement. Notwithstanding any of the other 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 29 (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.

B. Approved Task Order

Terminate an approved Task Order or portion thereof without cause upon providing CONSULTANT fourteen (14) days written notice stating the extent and effective date of termination. In the event DISTRICT issues a Notice of Termination for an approved Task Order, CONSULTANT shall: i) stop all work under the Task Order 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 work product, data or reports prepared by CONSULTANT, whether partially or fully completed.

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

19. BASIC SERVICES OF CONSULTANT

The scope of services associated with the performance of any specific Task Order under this Agreement shall be expressly defined and agreed upon prior to the approval of the Task Order by DISTRICT's General Manager-Chief Engineer. Any changes to the approved scope of services must be authorized by DISTRICT's General Manager-Chief Engineer and shall be made in accordance with Section 23 (CHANGES TO TASK ORDER SCOPE OF SERVICES).

All work prepared by CONSULTANT shall be subject to the approval of DISTRICT's Project Manager. CONSULTANT shall allow Project Manager to inspect and review CONSULTANT's work in progress at any reasonable time. All reports, working papers and similar work products prepared for submission in the course of

providing services under this Agreement shall be submitted to the Project Manager in draft form. In the event that Project Manager, in his or her sole discretion, determines the formally submitted work product to be incomplete or otherwise inadequate, CONSULTANT may be required to revise and resubmit the work at no additional cost to DISTRICT. Should CONSULTANT fail to make requested corrections in a timely manner, such corrections may be made by DISTRICT and the cost thereof charged to CONSULTANT. Neither DISTRICT's review nor approval shall give rise to any liability or responsibility on the part of DISTRICT, or waive any of DISTRICT's rights, or relieve CONSULTANT of its professional responsibilities or obligations under this Agreement.

20. PREVAILING WAGE

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. 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. Pursuant to the Labor Code, DISTRICT has obtained for the Board of Supervisors of DISTRICT from the Director of the Department of Industrial Relations, State of California, his determinations of general prevailing rates of per diem wages applicable to the work and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, apprentices and similar purposes for each craft, classification or type of workman needed, as set forth on the schedule which is on file at DISTRICT office and which will be made available to any interested person upon request.

21. INDEPENDENT CONTRACTOR/NON-EXCLUSIVE AGREEMENT

CONSULTANT and the agents and employees of CONSULTANT shall act at all times in an independent capacity during the term of this Agreement and in the performance of the services to be rendered hereunder and shall not act as or shall not be and shall not in any manner be considered to be employees or agents of DISTRICT. This is not an exclusive agreement between DISTRICT and CONSULTANT, and DISTRICT may obtain the same or similar services from another firm if DISTRICT determines that is appropriate. DISTRICT is not obligated to have CONSULTANT provide a specific minimum amount of services pursuant to this Agreement.

22. SUBCONTRACTING

CONSULTANT may, at CONSULTANT's own expense, retain or employ sub-consultants to accomplish certain portions of the work covered by this Agreement. However, except as specifically provided in the Compensation/Fee Rate Schedule attached to the approved Task Order 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.

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

In the event CONSULTANT subcontracts any portion of CONSULTANT's duties under this Agreement, CONSULTANT shall require its sub-consultants to comply with the terms of this Agreement in the same manner as required of CONSULTANT.

The fact that CONSULTANT employs sub-consultants not in his regular employ shall not relieve CONSULTANT of any responsibility regarding the adequacy of the sub-consultant's work performed or services provided pursuant to this Agreement.

23. CHANGES TO TASK ORDER SCOPE OF SERVICES

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

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

At any time during the performance of the Task Order, the Project Manager, upon providing five (5) business days written notice to CONSULTANT, may delete services and the associated fees from the Task Order. In the event DISTRICT requests deletion of services from the Task Order, DISTRICT shall make payment for all services satisfactorily performed in accordance with the negotiated Task Order up to the effective date of deletion; the amount of the payment shall be prorated to the total services necessary for completion of the Task Order. Any work product developed for the deleted services shall be provided to DISTRICT.

24. 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.

25. ASSIGNMENT

Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of DISTRICT and approval by DISTRICT Board of Supervisors. The following events shall not be deemed an assignment and would not require prior written consent by DISTRICT:

- A. A partner in a partnership may transfer all or part of his/her or its interest in the partnership to: 1) another partner of the partnership; 2) by intestate succession or testamentary disposition on the partner's death; 3) by a gift to a partner's spouse or children, to a trustee for the partner's spouse or children, or both; 4) to a corporation if, immediately after the transfer, the partner making the transfer continues to own at least 50 percent of that corporation's voting shares.

B. Any merger, consolidation or other reorganization of CONSULTANT, or the sale of other transfer of a non-controlling percentage of the capital stock or interest of CONSULTANT, or the sale of not more than 50 percent of the value of CONSULTANT's assets.

For any of the above events not deemed as an assignment, such events shall require written notice to DISTRICT at least 30 days prior to the occurrence of such event.

26. CONFLICT OF INTEREST

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

27. JURISDICTION/LAW/SEVERABILITY

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

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

28. 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.

29. NON-DISCRIMINATION

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

30. NON-APPROPRIATION OF FUNDS

It is mutually agreed and understood that the obligation(s) 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 upon receipt of DISTRICT's notification by CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to reimbursement of its costs in accordance with Section 5 (COMPENSATION) and Section 6 (PAYMENT).

31. INDEMNIFICATIONA. Basic Indemnity

To the fullest extent permitted by applicable law, CONSULTANT shall indemnify and hold harmless DISTRICT, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") 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, breach of contract), recklessness or willful misconduct on the part of CONSULTANT or its Subconsultants or their respective employees, agents, representatives or independent contractors or liability whatsoever, based or asserted upon any services of CONSULTANT, its officers, employees, contractors, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including, but not limited to, property damage, bodily injury or death, or any other element of any kind or nature whatsoever arising from the performance of CONSULTANT, its officers, employees, contractors, subcontractors, agents or representatives ("Indemnitors") from this Agreement.

"Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgments, 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.

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 Agreement. 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 31. B. below.

CONSULTANT shall defend, at its sole expense, all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle or compromise any such action or claim with the prior consent of DISTRICT, provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnitees as set forth herein. CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this Section and California Civil

Code Section 2782, this Section shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve CONSULTANT from indemnifying the Indemnitees to the fullest extent allowed by law.

B. Indemnity for Design Professionals:

To the fullest extent permitted by applicable law, CONSULTANT agrees to and shall indemnify and hold harmless DISTRICT, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from all liability and any and all Losses that arise out of, pertain to, or relate to, to the extent caused by any alleged or actual negligence, recklessness or willful misconduct constituting professional negligence on the part of CONSULTANT or its Subconsultants, or their respective directors, officers, partners, employees, agents, representatives or independent contractors, or any person or organization for whom CONSULTANT is responsible, arising out of or from the performance of services under this Agreement. 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.

As respects each and every indemnification herein, CONSULTANT shall defend and pay, at its sole expense, all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards against

the Indemnities, 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 or 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.

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.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle or compromise any such action or claim with the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnitees as set forth herein.

CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to Indemnites the appropriate form of dismissal relieving Indemnites from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT's obligations to indemnify and hold harmless Indemnites from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve CONSULTANT from indemnifying DISTRICT to the fullest extent allowed by law.

- C. CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in sections 31, A and B from each and every Subconsultant of every Tier. 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. The Indemnites 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.

32. 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.

33. 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.
34. RECORD RETENTION/AUDIT – CONSULTANT shall retain complete and accurate records relating to all reports, documents and related records documents, including records related to the nature and extent of CONSULTANT's costs incurred while providing services authorized under this Agreement, for at least five (5) years following the termination of 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.

35. 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. The only exception to this shall be if disclosure is approved in advance in writing by DISTRICT or if the disclosure is made to CONSULTANT's subcontractors as anticipated by this Agreement. CONSULTANT shall observe all federal, state and county laws, and county policies concerning confidentiality of records.

CONSULTANT shall refer all requests for information to DISTRICT. These same requirements shall be applicable to any of CONSULTANT's subcontractors. CONSULTANT shall include the requirements stated in this Section of this Agreement with any of its subcontractors.

36. 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.

37. COUNTERPARTS: ELECTRONIC SIGNATURES – This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA" Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

Electronic signature means an electronic sound, symbol or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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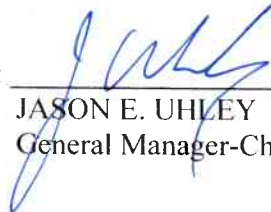
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on

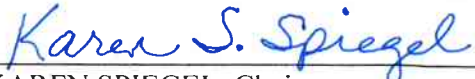
April 26, 2022

(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 PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By: 
SYNTHIA M. GUNZEL
Chief Deputy County Counsel

By: 
Deputy

(SEAL)

On-Call Consulting Services Agreement
Ultrasystems Environmental, Inc. – FY 22/23 to FY 26/27
12/20/21
AK:blm

**ULTRASYSTEMS ENVIRONMENTAL,
INC.**

Betsy A. Lindsay

Signature of Responsible Officer

Betsy A. Lindsay

Printed Name

President/CEO

Title

On-Call Consulting Services Agreement
Ultrasystems Environmental, Inc. – FY 22/23 to FY 26/27
12/20/21
AK:blm

ATTACHMENT A

Service Category E. ENVIRONMENTAL AND REGULATORY COMPLIANCE

**Table E-1
SERVICE CATEGORY CHECKLIST
ENVIRONMENTAL AND REGULATORY COMPLIANCE**

TASK	
E.1	CEQA, NEPA compliance and constraints analysis, including document preparation, noticing, distribution, and public meetings
E.2	Cultural resources investigations, surveys, and monitoring, including short notice discovery response and assessment
E.3	Paleontological resources investigations, surveys, and monitoring, including short notice discovery response and assessment
E.4	General biological resources assessment, MSHCP Consistency Assessment, HANS, JPR, and DBESP
E.5	Focused surveys, monitoring, trapping, holding/handling, or relocating (Please complete <i>Table E-2 Common Riverside County Listed Species</i>)
E.6	Pre-construction nesting bird, burrowing owl, and other species surveys, and short notice biological resources discovery response and assessment
E.7	Jurisdictional delineations, including permit preparation and negotiation with Resource Agencies, and HMMP report preparation
E.8	Invasive vegetation removal, Habitat restoration and enhancement, HMMP implementation, and plant pallet/seed mix and cuttings/plantings for District mitigation projects and/or facilities
E.9	Phase 1 and Phase 2 ESA, and/or hazardous material presence/absence reports, monitoring and short notice discovery response and assessment
E.10	Air quality and GHG analysis with project and programmatic-level technical expertise, and mitigation pursuant to the AQMD standards and CEQA
E.11	Noise and vibration studies and mitigation prepared pursuant to CEQA

ATTACHMENT B
SCOPE OF SERVICES

Service Category A. HYDROLOGY AND HYDRAULICS

Task A.1 Master Drainage Plans, Hydrology and Other Planning Studies

Work performed under this section may involve the following:

- Perform hydrology calculations using District approved methods
- Evaluation of detention storage options/locations
- Development and evaluation of alternative facility types and alignments
- Perform hydrologic routing and hydraulic calculations as needed
- Develop planning level cost estimates using District approved unit cost analysis
- Preparation of report summarizing the study
- Review and evaluate hydrology methodologies
- Review and evaluate rainfall data
- Review and recommend updates to District Hydrology Manual
- Water Conservation service as described in Task G.5
- Provide classroom like training on one or more of the topics in this category

Task A.2 Hydraulic Modeling

Firms responding to this Task must demonstrate knowledge and experience developing and performing computerized hydraulic models using WSPGW, HEC-RAS 1D (steady and unsteady) and/or 2D, Flo-2D Pro or other District accepted computer application for the design or analysis of storm flow through existing waterways, urban communities, as well as existing or proposed flood control facilities and structures. Required modeling may include but is not limited to: improved or natural open channels, streets, levees, drop structures, closed conduit systems, inlets, hydraulic junctions, street flow capacity, culvert design, and bridge/pier analysis. Firms shall be familiar with rainfall and hydrograph model inputs and incorporating the District's Hydrology Manual. Firms shall use topographic mapping provided by the District or, if not available, supplement with USGS or best available topography. All work shall be performed in accordance with District standards and any special criteria established by the District. Firms shall be able to estimate appropriate model inputs, including channel cross sections, roughness values from topographic data, aerial photographs, and field reconnaissance. Firms must be able to interpret model outputs, including but not limited to water surface elevations, depths, velocities, flow regimes, critical depth, and Froude number. Firms must prepare reports documenting the approach of the hydraulic analysis, discharges, depths, and velocities at identified points of interest, and prepare associated work maps and final exhibits.

Firms shall identify in their Service Category Qualifications what hydraulic modeling software packages their firm has expertise in from those listed in the District Accepted Software Memo, dated July 1, 2016. Of additional interest is firms with experience and expertise developing and running scale physical hydraulic models of complicated hydraulic structures that may be considered for construction.

Prospective firms shall indicate the qualifications, experience, licenses, certificates, and academic degrees that their employees, who will be performing these services, possess. All hydraulic modeling and reports must be stamped and signed by a Civil Engineer licensed in the State of California.

The District is also interested in understanding which firms have experience providing classroom like training on or more of the HEC RAS 1D and 2D.

Task A.3 Stream Geomorphology/Scour Assessment and Restoration

Firms responding to this Task must demonstrate that it has staff with expertise and applicable* experience to provide all of the following types of services, including any field investigations, hydrologic, and/or hydraulic modeling necessary:

- Investigate and assess current conditions of stream systems to identify potential causes for geomorphic instability.
- Estimate the type and direction of future stream geomorphology based on existing conditions and anticipated future development.
- Estimate long term sediment transport.
- Provide a formal report containing detailed, project-specific, tailored recommendations for construction of localized scour protections, or for creek restoration projects that would establish geomorphic stability without compromising flood conveyance or maintainability. The expectation is that this report would provide all necessary information to facilitate development of plans for construction.
- Evaluate flooding and debris flow risk to live and property due to post wildfire.

**Applicable experience must be for ephemeral stream systems in semi-arid/arid environments comparable to Riverside County.*

Task A.4 FEMA CLOMR/LOMR Preparation

Firms shall prepare hydrologic models and hydraulic models as described in Task A.1 and A.2 including a duplicate effective, corrected effective, existing, and proposed conditions model, as needed. Firms shall prepare the water surface elevation profiles, floodplain work-maps, and annotated FIRM panels.

Firms shall prepare MT-2 forms to include in a package to FEMA detailing the changes initiating the revised floodplain mapping. Prepare Conditional Letter of Map Revision (CLOMR) and a Letter of Map Revision (LOMR) application package to include hydrologic and hydraulic models, completed FEMA certification forms, floodplain work maps, revised flood profile, and annotated FIRM panels showing the revised floodplain. Firms shall coordinate with the District and FEMA to revise the CLOMR/LOMR based on review comments.

CLOMR/LOMR preparation for levees will include additional tasks. Firms shall review previous geotechnical reports and/or complete additional geotechnical analysis to determine whether the levee meets Title 44 of the Code of Federal Regulation, Section 65.10 (44 CFR 65.10) for mapping of areas protected by levee systems. Firms shall be able to determine whether the levee meets FEMA design criteria for slope stability, foundation stability, and settlement. Verify the levee meets the FEMA criteria for freeboard. Toe scour shall be calculated to determine embankment protection and foundation stability. Interior drainage analysis will involve determining whether high flow in the channel will flood interior areas due to backwater. Updated floodplain maps shall also include "without levee" floodplains analysis in case a levee does not meet 44 CFR 65.10.

Task A.5 Dam Inundation Study and Mapping

Firms shall be disciplined and capable of providing engineering services to develop a dam inundation study. These services include a hydrologic analysis, dam break analysis, hydraulic modeling, and appropriate dam inundation mapping limits based on multiple dam failure scenarios. Hydrologic modeling will be performed in accordance with the District's Hydrology Manual (dated April 1978) and HMR 58/59 to generate the Probable Maximum Flood (PMF). Dam breach analyses may utilize both actual dam characteristics and empirical equations for both fair weather and hydrologic scenarios. Using topographic mapping, develop hydraulic models that will dynamically route the spillway, and dam-breach hydrographs to the appropriate outfalls. Tasks would include preparation of a report including the technical studies and inundation maps in accordance with Cal-EMA regulations and guidelines.

Task A.6 Post-Fire Hazard Assessment

Firms responding to this Task must demonstrate that it has staff with experience and technical capability to provide all of the following types of services, including any field reconnaissance, hydrologic and/or hydraulic modeling necessary:

- Collect and assess post fire work products from BAER Team, WERT Team, California Geologic Survey, USGS, Cal Fire, and others to determine debris flow risk in watersheds that potentially impact developed areas.
- Investigate and assess current conditions of main watercourses for sediment loading, debris availability, size of visible debris in the channels, evidence of historic debris-flows, etc.
- Topographic mapping shall be provided by the District or, if not available, prepare LiDAR mapping and/or topographic mapping.
- Experience and technical capability of developing two-dimensional hydraulic models using Flo-2D PRO or HEC-RAS 2D, or other District accepted programs. Firms shall be familiar with rainfall and hydrograph model inputs and incorporating the District's Hydrology Manual.
- Provide a formal report, exhibits and GIS layers documenting methodologies, modeling analysis and results from other tasks to determine flood and debris flow risk.

Service Category B. STRUCTURAL DESIGN

Task B.1 Custom Structural Design (Reinforced Concrete)

Firms responding to this Task must demonstrate experience, knowledge, and familiarity with performing reinforced concrete structural design for new or rehabilitation of existing flood control facilities.

Typical reinforced concrete flood control facilities include but are not limited to box culverts, pipes, rectangular channels, trapezoidal channels, bridges, drop structures, pier noses, cutoff walls, retaining walls, parapet walls, and junctions. Firm should also be capable of designing modifications to standard structures as needed to accommodate penetrations, non-standard junctions, utility protection measures, etc. All work shall be performed in accordance with current applicable codes, District standards, and any special criteria established by the District.

All structural designs, dimensions, and reinforcing steel schedules will be required to be detailed on project plans and stamped by a Civil Engineer registered in the State of California.

Task B.2 Evaluating Structural Integrity of Existing Flood Control Structures

Firms responding to this Task must demonstrate experience, knowledge, and familiarity with performing structural analysis, non-intrusive field inspections (such as high definition video inspections), or intrusive means (such as core drilling) to assess the structural integrity of existing structures. Assessment of such structures may be due to the aging of such facility or due to proposed temporary or permanent loads that maybe beyond the as-built condition.

All work shall be performed in accordance with current applicable state and federal codes.

All structural analysis, inspection reports, and repair recommendations will be summarized in a report stamped by a Civil Engineer registered in the State of California.

Task C.1 Full Service Construction Management

Firms responding to this Task must have an established team of local staff that is qualified and experienced in providing full service Construction Management for flood control or similar linear underground projects. Relevant past experience should include construction management for linear projects within the 'built' environment, such as within existing paved public roads, and experience with applicable codes and standards used in the construction of flood control facilities.

Firms providing Full Service Construction Management would act as an agent of the District, provide all necessary oversight to verify and enforce compliance with the plans and specifications, over the three phases of a construction project: Preconstruction, Construction, and Closeout.

Firms must present an established and appropriately qualified local team that covers the following roles:

- 1) *Construction Manager*: This person would be responsible for coordinating all consultant operations in providing full-service construction management, and would be the primary point of coordination with the District and the Contractor. The personnel in this role should have a minimum of five (5) years of experience as a lead in providing construction management over relevant construction projects. Must be a PE-Civil in California, and should have knowledge of hydraulics and reinforced concrete structures.
- 2) *Field Inspector*: See C.2 below for requirements.
- 3) *Materials Testing and Analysis*: See C.3 below for requirements.

Task C.2 Inspection

Firms responding to this Task must identify local staff that have the experience and qualifications to provide full or part time inspection on flood control projects, including all documentation necessary to track progress, estimate quantities, verify payment requests, etc. Emphasis should be placed on experience inspecting construction projects within a 'built' environment, such as within existing paved public roads, and experience with applicable standards and conventions used in the construction of flood control facilities.

The inspector(s) shall have a minimum of five (5) years of experience inspecting relevant construction projects and shall be a trained competent person as defined by 29 CFR 1926.650. Inspection staff that are certified as a Qualified SWPPP Practitioner (QSP) are also desired to ensure that the District (as project owner and LRP) stays in compliance with the Construction General Permit.

Task C.3 Materials Testing and Analysis

Firms responding to this Task must identify the staff available to perform testing and reporting on materials such as earthwork, concrete, and asphalt. The equipment and/or laboratories that will be utilized shall also be referenced. Testing may consist of, but not be limited to, the following:

- Soil Sieve and Proctor Testing
- Soil Consolidation Testing
- Field Density Testing
- Concrete Cylinder Fabrication and Testing
- Asphalt Concrete Testing
- Precast Concrete Materials and Fabrication Audits.

Staff identified for providing Materials Testing and Analysis must have a minimum of two (2) years of relevant experience, specifically including experience in the use of a Nuclear Moisture/Density Gauge, and must have and maintain all required industry or equipment certifications. Possession of appropriate American Concrete Institute (ACI) Certifications is preferred.

Service Category D. GEOTECHNICAL AND POTHOLING

Task D.1 Subsurface Soils Investigation and Engineering Analysis

Firms responding to this Task must demonstrate relevant experience and appropriate licensure/certifications for providing the following types of Geotechnical Engineering Services, **including performance of any necessary field investigations and lab testing that may be required** to support design of flood control facilities.

Field Investigations and Engineering Recommendations for:

- Grading and Site Clearing that may be Necessary for the Construction of the Project
- Excavation and Rip ability
- Seismic Refraction Survey
- Potential Groundwater Impacts for the Project
- Allowable Bearing Capacity and Foundation Preparation/Ground Improvement
- Flexible and Rigid Pavement Design
- Unit Weight for compacted fill
- Moisture Content Necessary to Use Excavated Soils in Compacted Fill
- Soil Classification and Physical Properties
- Lateral Earth Pressure for Design or Analysis of Earth Retaining Structures
- Maximum Modulus of Subgrade Reaction
- Slope Stability and Protection
- Seismic Stability & Liquefaction
- Seepage Analysis
- Open and Braced Excavation (Shallow/Deep)
- Infiltration feasibility
- Corrosivity

Task D.2 Dam/Levee Design and Rehabilitation

The District is seeking firms with experience and qualifications in designing new Dams/Levees, as well as rehabilitating existing Dams/Levees.

Firms responding to this Task must demonstrate relevant experience and appropriate licensure for the types of work described below:

Most dams will be under the jurisdiction of California Department of Water Resources, Division of Safety of Dams (DSOD), thus, experience working with DSOD is desired. The consultant will be expected to lead a multidisciplinary team to perform work such as feasibility studies, site reconnaissance and geotechnical/geologic investigations, seismic and stability analysis, embankment material sourcing and selection, seepage analyses and mitigation, filter design, spillway and outlet works design, and analysis and mitigation of potential failure modes. The consultant may also be tasked to review, study, and analyze existing dams and provide recommendations and construction plans for rehabilitation measures.

With regard to levees, the consultant must have demonstrated experience in the design of earthen levees, slope protection, scour/toe protection, foundation requirements, embankment material, seepage analysis, slope stability, settlement analyses, levee transitions, etc., and design such structures to meet Federal Emergency Management Agency (FEMA) criteria. The consultant may also be tasked to investigate existing levees and prepare a report of the findings with recommendations for rehabilitation.

Task D.3 Potholing and Utility Location

Firms responding to this Task shall demonstrate relevant experience, licensure, and certifications for providing

Underground Utility Potholing Services for District Capital Improvement Projects, including all of the following:

- Coordination with each of the utility companies, such as verifying utility type and material, ensuring protection of the utility during potholing, etc.
- Secure any required encroachment permits, including design and implementation of any necessary temporary traffic controls as may be required by the local agency.
- Performance of air vacuum excavation "Air Knife" pothole technology or other appropriate investigative methods.
- Detailed reports including ALL of the following:
 - Size and dimensions of utility and/or encasement
 - Type and material of utility
 - Depth to top and bottom of utility
 - Digital photographs of utility
 - Thickness and type of all paving materials
 - Additional conflicts/observations such as previously unidentified utilities, unusual subsurface conditions, utility encasements, etc.
- Traffic control approved by local or State transportation agency
- Restoration of the property, pavement, landscaping, etc. following potholing.

Service Category E. ENVIRONMENTAL AND REGULATORY COMPLIANCE

Task E.1 CEQA and/or NEPA Compliance and Constraints Analysis, including Document Preparation, Noticing, Distribution, and Public Meetings

Prepare and distribute CEQA documents such as an Initial Study, Mitigated Negative Declaration, and/or Environmental Impact Report (EIR). On occasion, separate or joint CEQA and NEPA documents may be required.

Provide measures and/or recommendations to mitigate potentially significant impacts, and prepare Mitigation Monitoring and Reporting Program (MMRP), when necessary.

Attend public scoping meetings and/or public hearings to support the District, and prepare and distribute applicable public notices (e.g., Notice of Intent, Notice of Preparation, Notice of Determination, etc.).

Prepare a Preliminary Environmental Assessment Report (PEAR), which is an environmental constraints analysis that generally includes all CEQA topics, MSHCP compliance and any potential regulatory permitting issues (401/404/1602). The PEAR assists the District to identify design constraints early in the planning process. *Note that although similar in intent, this is not the same as a Caltrans PEAR.*

Task E.2 Cultural Resources Investigations, Surveys, and Monitoring, including Short Notice Discovery Response and Assessment

Prepare a Cultural Resources Report that addresses all potential issues related to archaeological, traditional, and built environment resources in accordance with applicable federal, state, and local laws and regulations regarding cultural resources pursuant to CEQA/NEPA and/or regulatory permitting processes including, but not limited to, Section 106 of the National Historic Preservation Act.

Typical services include record search, map and literature search, Sacred Lands records check with the Native American Heritage Commission (NAHC), scoping with tribes, pedestrian surveys, identification of the Area of Potential Effect (APE), cultural resource recordation and evaluation, mitigation plans Historic American Buildings Survey (HABS), and the Historic American Engineering Record (HAER), when necessary.

Conduct cultural resources monitoring for District construction and/or maintenance activities.

Consultants should be available on short notice (24 to 72 hours) to assess and respond to any accidental cultural resources discoveries during ongoing construction, operations, and maintenance work. This includes evaluating any discoveries in compliance with applicable laws and regulations.

Task E.3 Paleontological Resources Investigations, Surveys, and Monitoring, including Short Notice Discovery Response and Assessment

Prepare a Paleontological Resources assessment including paleontological resource records searches, literature searches, and pedestrian surveys in order to identify potential issues related to paleontological resources in accordance with applicable federal, state, and local laws and regulations, CEQA/NEPA environmental review and/or regulatory permitting processes.

Conduct paleontological resources monitoring for District construction and/or maintenance activities. For properties found to have high sensitivity for paleontological resources, provide paleontological resource mitigation plans, construction monitoring, recovery of resources, preparation and identification of specimens, and reporting that meets County of Riverside review standards.

Consultants should be available on short notice (24 to 72 hours) to assess and respond to any accidental paleontological resource discoveries during ongoing construction, operations and maintenance work. This includes evaluating any discoveries in compliance with applicable laws and regulations.

Task E.4 General Biological Resources Assessment, MSHCP Consistency Assessment, HANS, JPR, and DBESP

Prepare a Biological Resources Assessment that addresses any potential biological issues and concerns for the project area including, but not limited to:

- Literature review and reconnaissance surveys to prepare habitat assessments for sensitive or listed plant and wildlife species.
- Biological resources impact analysis in accordance with CEQA in terms of regional planning, and city, state, and federal laws and guidelines to comply with all existing biological resource laws, regulations, and court precedent.
- Propose recommendations for avoidance and/or measures to minimize impacts.
- Applicable Habitat Conservation Plans consistency assessment, such as the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP), Coachella Valley MSHCP, and Tribal Habitat Conservation Plan.
- Prepare Joint Project Review (JPR), Determination of Biological Equivalent or Superior Preservation (DBESP), and Habitat Assessment and Negotiation Strategy (HANS), if necessary.

Task E.5 Focused Surveys, Monitoring, Trapping, Holding/Handling or Relocating

Perform focused surveys for sensitive or listed plant and wildlife species to comply with CEQA, MSHCP, FESA, and CESA. Staff must be familiar with accepted protocols for listed and/or sensitive species. Please also fill out Table E-2 to show the qualifications your firm or your subs for specific species shown in the table. If your firm has permitted biologists, please specify by staff name and permits held. Indicate your firm's permitted level of interaction with the species listed on Table E-2 (e.g., is your firm qualified to survey and have the required permits to also handle, hold, and relocate species such as SBKR, LAPM, burrowing owls, or the Santa Ana Sucker).

Task E.6 Pre-construction Nesting Bird, Burrowing Owl, and Other Species Surveys, and Short Notice Biological Resources Discovery Response and Assessment

Perform pre-construction surveys for nesting birds, burrowing owls, and other species to comply with CEQA, MSHCPs, FESA, CESA, Migratory Bird Act, and regulatory permits. Consultants should be available by short notice (24 to 72 hours) to respond and assess species sited near the District's construction, operations, and/or maintenance work and recommend avoidance measures.

Task E.7 Jurisdictional Delineations, including Permit Preparation and Negotiation with Resource Agencies, and HMMP Report Preparation

Prepare a Jurisdictional Area Delineation Report and Impact Analysis, including significant nexus evaluation, that addresses all potential issues related to "Waters of the U.S." and wetlands (Clean Water Act), "Waters of the State" and wetlands (Porter-Cologne Water Quality Control Act), and areas under the jurisdiction of the California Department of Fish and Game Code (Section 1600 et. seq.).

Prepare 401/404/1602 permit applications and provide support to District during discussions and negotiations with regulatory agencies during the permitting process.

Prepare a native Habitat Mitigation and Monitoring Plan (HMMP) in compliance with project permits.

Task E.8 Invasive Vegetation Removal, Habitat Restoration and Enhancement, HMMP Implementation, Plant Pallet/Seed Mix, and Cuttings/Plantings for District Mitigation Projects and/or Facilities

Perform field work such as invasive plant removal, trash removal, plantings including cuttings, hydroseed and container plants, irrigation placement and maintenance, monitoring and reporting to meet regulatory permit requirements and/or to implement an approved HMMP. Additionally, consultants should be able to provide plant pallet/seed mix for District projects and facilities. Please describe any regulatory permits (Sections 404, 401, 1602, aquatic pesticides) that your firm currently has that authorize invasive plant removal within jurisdictional areas.

Task E.9 Phase I and Phase 2 ESA, and/or Hazardous Material Presence/Absence Reports, Monitoring, and Short Notice Discovery Response and Assessment

Provide Hazardous Materials report to evaluate potential impacts related to environmental hazards and hazardous materials and determine the presence/absence of any hazardous materials in accordance with California Government Code Section 65962.5. Consultant should assess potential for discovering hazardous materials during construction, operation, and maintenance of District facilities, and should make recommendations on how to handle any potential hazardous waste.

Perform hazardous material monitoring during construction and maintenance of District facilities.

Consultant should be available by short notice (24 to 72 hours) to assess and respond to any accidental hazardous material discoveries during the District's ongoing construction, operations, and maintenance work. This would include monitoring and evaluating any hazardous materials discoveries in compliance with all applicable laws and regulations.

Task E.10 Air Quality and Greenhouse Gas Analysis with Project and Programmatic-level Technical Expertise, and Mitigation pursuant to the AQMD Standards and CEQA

Provide air quality and greenhouse gas (GHG) impact analyses for District construction and maintenance activities, and programmatic analysis for Master Drainage Plans. The air quality and GHG analysis should be prepared in accordance with the South Coast Air Quality Management District (SCAQMD) requirements and will support the District's CEQA analysis.

Task E.11 Noise and vibration studies and mitigation prepared pursuant to CEQA

Provide noise and vibration analysis for potential construction and maintenance impacts on nearby sensitive receptors to support the District's CEQA analysis.

Service Category F. WATERSHED PROTECTION PROGRAMS

Task F.1 NPDES Program Administration and Support

Firms proposing to provide support to the District in the development of NPDES compliance programs must demonstrate qualifications and experience in one or more of the following Tasks:

General NPDES Program Support

May include efforts such as, but not limited to: researching and providing expert guidance and recommendations regarding regulatory issues at the federal, state, and local level on Regional and General NPDES Permits and related policies, law and regulations; developing letters (or other professional correspondence) and/or providing expert testimony on the District's behalf; representing the District and/or Permittees at stakeholder/technical groups or meetings; developing Permit compliance documents; annual reporting; and developing associated tools to facilitate compliance strategies.

NPDES MS4 Permit Support

May include efforts such as, but not limited to: researching regulations, other compliance programs, and permits in support of permit renewal process and/or compliance program development; developing cost-effective strategies for addressing Permittee issues and/or permit compliance requirements; developing Reports of Waste Discharge and/or comments and alternative language to draft/redline permits; and providing expert testimony and draft comment letters to local, state and federal agencies regarding NPDES MS4 issues.

Program Assessment and Reporting

May include efforts such as, but not limited to: compiling/analyzing data for annual report submittals; providing compliance program audits and recommendations for improvement; and coordination and preparation of reports (including annual reports) and assessments required to demonstrate and document compliance with MS4 Permits.

Training/Outreach

May include efforts such as, but not limited to developing and implementing creative and effective methods for training/outreach on relevant issues such as Low Impact Development, MS4 Permit Implementation for Permittees, Pollution Prevention Practices and other Regional and statewide General NPDES Permits

Program Funding

Identify and facilitate additional methods for funding NPDES compliance programs such as, but not limited to identifying grant opportunities; developing applications and providing administration for grants; as well as other available funding mechanisms.

Task F.2 TMDL/Alternative TMDL/Basin Planning Support

Firms proposing to provide support to the District in the development of and compliance with TMDLs, Alternative TMDL projects, and in facilitating updates to the Basin Plan must demonstrate qualifications and experience in one or more of the following Tasks:

Basin Planning Support

May include efforts such as, but not limited to: Supporting Use Attainability Analyses, Site Specific Objectives and/or other Water Quality Control Plan amendments with literature review, regulatory alternatives assessment, monitoring, modeling, and Task force facilitation.

303(d) List Evaluation

Review of draft 303(d) lists for errors, gaps, and other issues that may facilitate appropriate listing/de-listing of water quality parameters; designing and implementing programs to gather relevant information and perform the analyses necessary to support de-listing of appropriate constituents; and preparing written comments and testimony

on existing or potential future 303(d) listings.

TMDL/Alternative TMDL Development Coordination

May include efforts such as, but not limited to providing expert guidance and technical support to MS4 Permittee stakeholders during the development of TMDLs; leading third-party TMDL efforts; and coordinating and facilitating responses to Regional Board CWC 13267 information requests.

TMDL/Alternative TMDL Compliance Support

May include efforts such as, but not limited to: developing TMDL Urban Source Evaluation Plans; identifying cost-effective methods (local, sub-regional and regional structural and source control solutions) for compliance with TMDL Waste Load Allocations; supporting MS4 Permittee negotiations with regulators and other responsible parties to design and fund cost effective compliance approaches; developing TMDL compliance assessment and verification approaches; and developing required TMDL reports.

Pollutant Fate and Transport Modeling and Analysis

May include efforts such as, but not limited to: developing advanced models and quantitative analyses for estimating pollutant loads from various sources including urban, natural and uncontrollable sources and evaluating compliance program effectiveness to address reasonable assurance analysis requirements; incorporating other study results into existing TMDL/Alternative TMDL models and analyses; providing expert evaluation of modeling and quantitative analysis efforts by other parties including the adequacy of such efforts to address stated goals.

Task F.3 Water Quality Monitoring and Assessment

Firms proposing to provide support to the District and/or the Permittees' monitoring programs must demonstrate qualifications and experience in one or more of the following Tasks:

Monitoring Program Design

May include efforts such as, but not limited to development of monitoring programs, procedures, training, and resources consistent with USEPA, SWAMP and Regional requirements; and preparation of special studies regarding stormwater science, monitoring, and/or compliance programs.

Monitoring Program Reporting and Assessment

May include efforts such as, but not limited to: preparation of annual monitoring reports in accordance with the MS4 Permits or other regional and statewide General NPDES Permits, preparation of summary reports for elected official, municipal leadership and general public audiences; conducting statistical and/or other compliance analyses of monitoring data and/or other data; producing professional exhibits and maps displaying tributary areas, analysis results, problem areas and other assessment data; creating and/or updating GIS data to perform geospatial modeling and analysis; performing, and reporting on QA/QC analysis of data; and formatting and uploading of water quality data to CEDEN or other databases as directed, such as the SMC Portal.

Water Quality Monitoring

May include efforts such as, but not limited to: performing field water quality monitoring/sampling activities and/or studies (e.g., receiving water and outfall monitoring); conducting desktop and field reconnaissance for potential sampling locations; performing illegal discharge identification monitoring; performing bioassessment¹ monitoring; conducting sediment bed sampling; conducting genetic marker water quality sampling, conducting Toxicity Identification Evaluations/Toxicity Reduction Evaluations; acquiring access and/or special permits; preparing and submitting sampling event status reports and field data sheets; preparing technical memorandums, providing expertise supportive of negotiations relevant to monitoring requirements; performing hydromodification monitoring using most up to date procedures and tools.

¹ Bioassessment activities include collection of freshwater benthic macroinvertebrates and requires a General Use Fish & Wildlife Scientific Collecting Permit.

*Bioassessment activities include collection of freshwater benthic macroinvertebrates and requires a General Use Fish & Wildlife Scientific Collecting Permit.

Task F.4 Laboratory Analysis

It is preferred that firms proposing to provide lab analysis services, in support of the District and/or Permittees' monitoring requirements, have:

- Appropriate Certifications (ELAP, NELAP and/or other EPA/RWQCB/MS4 Permit required certifications including bioassessment taxonomy certifications)
- Stormwater Monitoring Coalition (SMC) Lab Intercalibration participation or certification for chemistry and toxicity (as appropriate).
- Ability to produce SWAMP-compatible reports for CEDEN upload (paper and electronic)
- Additional technique specific certifications for innovative analysis methods (e.g., PCR, coliphage, etc.)

In addition, firms should demonstrate qualifications and experience in one or more of the types of analyses listed below. Specific analyses capabilities should be submitted with the qualification package. All sample handling, storage, and analysis will be in accordance with 40 CFR Part 136 (latest edition) "Guidelines Establishing Test Procedures for the Analysis of Pollutants", guidance developed by the State Water Resources Control Board (SWRCB) pursuant to Water Code Section 13383.5, or other methods more sensitive than those specified in 40 CFR 136. Analytical methods should comply with the Stormwater Ambient Monitoring Program (SWAMP)"MethodLookUp", list

(http://ceden.org/CFDEN_Checker/Checker/DisplayCEDENLookUp.php?List=MethodLookUp) if appropriate. Analysis results and reporting should comply with the State Water Resources Control Board (SWRCB) Minimum Levels (MLs) and/or Stormwater Ambient Monitoring Program (SWAMP) Target Reporting Limits.

Chemical Analyses

The firm should have the ability to analyze an array of water quality constituents. The firm should confirm they can perform the types of suites listed below in Table F-2. For a complete list of individual constituents refer to Table 6-2: Master List of Analytical Constituents within the QAPP, Volume II of the Consolidated Monitoring Plan available online (<https://rcwatershed.org/programs/monitoring>). Additional information may be requested to consider On-Call List qualification. Test matrices include both water and sediment. Include Table F-2 within Section 1 of your Service Category Qualifications PDF (See RFQ Section VI.C for more info).

Toxicological Analyses

The firm should have the ability to conduct whole effluent acute and chronic toxicity (WET) testing utilizing an array of organisms including, but not limited to, *Raphidocelis subcapitata* (formerly named *Pseudokirchneriella subcapitata*, and *Selenastrum capricornutum*), *Hyalella Azteca*, *Pimephales promelas*, *Strongylocentrotus purpuratus* and *Ceriodaphnia dubia*. Test matrices should include both water and sediment, as appropriate. All tests must pass USEPA test acceptability criteria. Reports must include the statistical results and a written summary with an explanation of any QA issues regarding that data. For a complete list of individual constituents refer to Table 6-2: Master List of Analytical Constituents within the QAPP, Volume II of the Consolidated Monitoring Plan available online (<https://rcwatershed.org/programs/monitoring>). The firm should confirm which toxicological analysis they can perform and provide a description of any exceptions to these analyses or proposed equivalent alternatives, as appropriate. Include Table F-3 within Section 1 of your Service Category Qualifications PDF (see RFQ Section VI.C for more info).

Additionally, please provide information on the following analyses, if applicable:

Biological Analyses

The firm should have the ability to conduct biological analyses, including collection of macroinvertebrate samples, physical habitat characterization measurements, and collection of freshwater algae samples, however this is not required. Analysis of macroinvertebrate samples must include taxonomic composition. Analysis of algae samples

must include algal taxonomic composition (diatoms and soft algae), and algal biomass (ash-free dry mass and chlorophyll-a). Biological sample and measurements must be collected in accordance with the most current SWAMP Bioassessment SOPs (e.g., Reachwide Benthos (Multihabitat) Procedure, etc.). The firm should have the ability to use bioassessment samples, measurements, and water chemistry data for calculation of an Index of Biological Integrity (IBI) for macroinvertebrates as based on the most current calculation method. The firm should have the ability to calculate an IBI for algae for a given monitoring station where bioassessment monitoring was conducted, when a calculation method is developed. The firm should have the ability to conduct stream assessments using California's Rapid Assessment Methodology for riparian plant assessment. The firm should have capacity to store and archive identified organisms on behalf of the District for a period of not less than three years from the date that all QA steps are completed. The firm should provide a description of any exceptions to these analyses and any proposed equivalent alternatives, as appropriate. Include Table F-4 within Section 1 of your Service Category Qualifications PDF (see RFQ Section VI.C for more info).

Genetic Analyses

The firm should have the ability to conduct polymerase chain reaction (PCR), quantitative PCR (qPCR), and/or digital PCR (dPCR) analyses, including the most up to date approved EPA methods such as U.S. EPA Method 1696 for HF183, however, they are not required. Additional genetic analyses methodologies may also be considered, as well as coliphage analyses. Include Table F-5 within Section 1 of your Service Category Qualifications PDF (see RFQ Section VI.C for more info).

Task F.5 Water Conservation

Firms proposing to provide Water Conservation services should demonstrate knowledge and experience with groundwater recharge master planning, recharge facility design and assessment, and integrated regional water management planning activities with respect to integration of water recharge functions into existing and future flood control facilities.

Water Conservation Planning and Design Support

May include efforts such as, but not limited to: providing water conservation planning services for stormwater facilities such as open channels, basins, dams, and similar infrastructure; water conservation planning may include evaluation of stormwater capture, dry weather runoff capture, artificial recharge, or other water sources within existing or proposed District facilities; setting appropriate regional water conservation goals based on quantitative and qualitative evaluation of local groundwater basin master plans, salt, and nutrient management plans, urban water management plans or other appropriate planning studies or groundwater investigations; development of criteria to assist in establishing priorities for individual water conservation projects, including consideration of water resource needs, multipurpose opportunities, water rights considerations, and other opportunities/constraints that should be assessed when considering water conservation projects; preparation of planning reports, plans, and specifications, and cost estimates for various water conservation projects; and applying for and managing water conservation grants.

Hydrologic and Hydrogeologic Investigations

May include efforts such as, but not limited to conducting hydrologic and hydrogeologic investigations of potential recharge sites. These would include field investigations and hydraulic and geotechnical analyses necessary to characterize recharge potential of existing and future project sites; evaluating the potential for groundwater mounding and its potential impacts on recharge volumes; assessing ambient groundwater quality and potential recharge source water quality to determine potential constraints and opportunities for recharge; performing cone penetration tests, soil borings (including soil sampling), infiltrometer testing, and long term pilot-percolation tests using ASTM or other appropriate standards for such work.

Task F.6 Emergency Post-Fire Sediment Monitoring

When wildfires impact the drainage areas served by District facilities (i.e., District owned and operated basins, channels, supporting infrastructure, and rights-of-way etc.) the facilities may receive abnormally high sediment loads during subsequent storm events that can impact the facilities' primary functions. To mitigate these impacts, the District implements maintenance to remove sediment and to restore capacity and function. The material from sediment removal activities needs to be transferred to a receiving facility, such as sanitary landfills, publicly owned

properties, and private properties. Firms proposing to provide support to the District and/or the Permittees' emergency sediment monitoring program must demonstrate qualifications and experience in the following Tasks:

Monitoring Support, Design, and Coordination

Prepare and develop post-fire sediment monitoring programs; sampling design, analysis lists, and waste/sediment characterization plans; performing sediment quality monitoring, sampling event coordination, prepare sediment samples and expedited transport to certified contracted laboratory for sediment quality analysis; conduct desktop and field reconnaissance for project sampling locations; perform on-site air quality monitoring; if requested; procure access permits and/or other related special permits. Firms shall have an understanding of sediment collection procedures and processing consistent with USEPA, State, Local and private industry guidance or requirements, as well as understand requirements pursuant to Waste Acceptance Plans required by waste receiving facilities. Firms should be available on short notice (within 24 hours) to assess and respond to emergency soils monitoring work in support of District emergency maintenance activities.

Sediment Monitoring Analysis

The firm should confirm they can perform expedited services for the appropriate the types of soil analysis (e.g., CCR Title 22 Total Threshold Concentrations (TTLC) and Soluble Threshold Limit Concentration (STLC) values, EPA Toxicity Characteristic Leaching Procedure (TCLP) values, pH and Specific Conductance, and Regional Screening Levels (RSLs)) or other appropriate analysis as requested by waste acceptance facility.

Application Support, Assessment, and Reporting

The firm should have the ability to produce professional documentation, exhibits, GIS data, and maps; compile analytical data to District standards and specifications such as sampling event status reports and field data sheets; prepare technical monitoring memorandums in accordance with any private, local or State and/or waste acceptance requirements; prepare waste generator profile application and other acceptance facility documentation; provide expertise in support of negotiations relevant to monitoring requirements; assist with sediment waste disposal pricing and negotiations; advise the District on sediment contamination management and alternative disposal methods; conduct statistical and/or other computational post-fire data analyses supplemental to monitoring data; and provide quality control/quality assurance of analytical results. At the request of the District, firms may provide presentations and/or trainings related to post-fire monitoring topics and prepare of post-fire special studies regarding impacts to MS4 facilities or the environment, and may prepare post-fire technical reports to support MS4 reporting.

Fill in the following table according to the instructions in RFQ Section VI.C. Include this table in Section 3 of your Service Category Qualifications PDF. This will not count against the pagination limit.

Service Category G. DEVELOPMENT PLAN CHECK

Task G.1 Full-Service Plan Checking

Overview

The District provides comprehensive plan check services for a variety of land development projects (e.g., subdivisions, plot plans, use permits, etc.). Additionally, other projects that are not associated with a specific land development proposal (e.g., outside agency capital improvement/public works projects or major encroachment permits) may also be reviewed.

Typically, the following plans, calculations, and documents shall be reviewed for compliance with the land use authority's recommended Conditions of Approval and/or District engineering and maintenance standards and other applicable requirements:

- Drainage improvement plans including storm drain, detention basin, levee, and channel plans;
- Hydrologic and hydraulic calculations;
- Structural calculations;
- Street improvement plans (drainage related);
- Grading plans (rough and precise);
- Water-sewer plans (conflict with drainage plans only);
- Final subdivision maps and environmental constraint sheets;
- Adequacy of right of way and/or easement requirements;
- Covenants, conditions, and restrictions (CC&R's);
- Bonding estimates (drainage improvements);
- CEQA documents, regulatory/resource agency permits, MSHCP compliance documents;
- Encroachment permits (EP);
- Geotechnical reports;
- Storm Water Pollution Prevention Plans (SWPPP);
- Technical specifications (drainage improvements);
- FEMA Conditional Letter of Map Revision (CLOMR/LOMR) documents.

Review Process

Generally, the land use authority's Conditions of Approval serve as the initial scope of work for review of a developer's improvement plans/project. District Plan Check staff will discuss each project in detail with the Consultant and define project specific scope of work, including any special requirements, prior to authorizing any work. Consultant shall propose a budget for each assignment prior to commencing the plan review.

Overall Procedure and Deliverables

- 1) Consultant shall write corrections directly on the submitted plans, reports, and related documents and prepare a summary checklist of review comments. This will include calling out any conflicts, mistakes, inaccuracies, and/or omissions shown on the plans. Provide substantive comments identifying any portion of the project that, in the opinion of Consultant, does not meet or satisfy the applicable hydrology/hydraulics, structural design, environmental/regulatory, or operation and maintenance

requirements.

- 2) It is critically important that the first plan review is comprehensive and that the Consultant provides as much feedback as possible to the applicant and the applicant's engineer. Specific plan check comments shall be annotated in red on the plans, reports, or related documents. In addition, a concise and descriptive plan check comment letter summarizing the most substantive comments on the plans and any additional comments not indicated on the plans shall be prepared. All correspondence shall be prepared on Consultant's letterhead stationery, stamped, and signed by the Consultant, and countersigned by District staff prior to sending out plan check letter. A copy of the comment letter and check prints shall be neatly packaged and made ready for pick up by the applicant's engineer. Consultant shall promptly notify the applicant's engineer to pick up the redlines.
- 3) For projects in unincorporated County area, the Consultant shall also review storm drain plans and drainage reports with an eye toward meeting Riverside County Transportation Department drainage related design standards using a checklist.
- 4) All plans and correspondence shall be neatly organized and submitted to the District staff for filing.
- 5) Upon receipt of 60% plan submittal, the 3rd submittal (typical), coordinate scheduling of a District "all hands" meeting to introduce and discuss the project with pertinent District staff.
- 6) Approval letters for all plans, hydrologic and hydraulic studies, environmental documents, regulatory permits, and any other reports shall be clear, concise, and shall specifically identify each submitted document by date.
- 7) After the check prints have been reviewed and approved (QA/QC) by the Chief of Planning, advise applicant's engineer to proceed with the printing of the final mylar plan set.
- 8) Initial each mylar sheet of the final drawings prior to recommending for signature.
- 9) Ensure all final approved documents are labeled as such and provided to the District prior to issuing final plan check approval.
- 10) Update case status in the District's improvement plan tracking system (DLMT).

Time

Time is of the essence. Completed plan review comments shall be returned to the applicant/engineer within twenty-one (21) calendar days of authorization to proceed. Consultant must allow sufficient time to review all plan check comments with District staff prior to providing comments to the applicant/engineer.

Review of Improvement Plans

The following are key elements of the plan check process and services required:

- 1) Examine the overall concept prior to checking the details. Any fatal flaws must be identified as early as possible. Conduct a thorough investigation of the proposed facility and its relationship to other facilities, waterbodies, adjacent projects, and real property.

- 2) Review hydrology and hydraulic reports to ensure the proposed facility has adequate capacity to convey the design peak discharge (interim or ultimate condition, whichever is greater).
- 3) Determine whether the proposed improvement's drainage facilities are to be operated and maintained by the District, or whether they are facilities to be "maintained by others." If the subject improvements are:
 - a) *District Maintained Facilities:* The Improvement Plans shall be checked for meeting District's drafting, design, and operation and maintenance standards. Consultant should further check for appropriate right of way, egress, and ingress routes and consult with District staff for specifics, as necessary. Plans shall be reviewed not only for constructability but also for practicality of maintenance.
 - b) *Facilities Maintained by Others:* The Improvement Plans shall be checked in accordance with the Memorandum of Understanding between the District and the Riverside County Transportation Department, dated March 2020, and any amendments or addendum thereto. The maintaining agency shall be consulted and kept informed of progress, constraints, and unique situations.
- 4) Improvement plan reviews shall include, but may not be limited to, all of the following Tasks:
 - a) Checking the design for conformance with:
 - 1) Approved Tentative Map, Specific Plans, and Site Plans;
 - 2) Applicable conditions of approval;
 - 3) Other agencies' recommendations (e.g., Riverside County Transportation Department, Caltrans, etc.);
 - 4) District Master Drainage Plans or other proposed drainage plans;
 - 5) District Drafting Standards; and
 - 6) Standard and General Construction Notes.
 - b) Checking for good engineering practice and verifying that the proposed design will function properly with emphasis on:
 - 1) Structural integrity of facility;
 - 2) Hydraulic capacity;
 - 3) Facility alignment;
 - 4) Inlet and outlet conditions;
 - 5) Appropriate construction notes and general notes;
 - 6) Constructability;
 - 7) Access for maintenance and ease of maintenance including rehabilitation/restoration;
 - 8) All pertinent information including right of way/easement limits shown on plans;
 - 9) Proximity to other utility lines; and
 - 10) Other items that may be unique to the project.
 - c) Checking the associated street improvement plans, grading plans, sewer, and water plans to ensure no conflict with drainage facility.

Review of Environmental Documents and Regulatory Permits

The following guidelines provide the minimum standards of practice that must be met in reviewing

environmental documents submitted in conjunction with the review of improvement plans for facilities that are to be owned, operated, and maintained by the District, not only for construction, but also for subsequent operation and maintenance. Ensure that any compensatory mitigation proposed with the project would not in any way encumber or otherwise prohibit the District from carrying out its operation and maintenance responsibilities in any manner.

- 1) *California Environmental Quality Act (CEQA)*: Ensure that the Project Description of any applicable CEQA document(s) accurately describes and specifically discusses the construction, operation, and maintenance of any facilities that the District is to accept for ownership, including any offsite facilities.
- 2) *Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP)*: Review MSHCP compliance documentation of the proposed construction of all onsite and offsite drainage facilities with Section 3.2.1. (Criteria Area and Public/Quasi Public Lands); Section 6.1.2. (Riparian/Riverine Areas and Vernal Pools); Section 6.1.3. (Narrow Endemic Plant Species); Section 6.1.4. (Urban/Wildlife Interface Guidelines); Section 6.3.2. (Additional Surveys); Section 7.5.3. (Construction Guidelines); and Appendix "C" (Standard Best Management Practices) of the MSHCP. Ensure that the MSHCP compliance documents adequately address future District maintenance activities.
- 3) *Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP)*: Review CVMSHCP compliance documentation of the proposed construction of all onsite and offsite drainage facilities and ensure compliance documents adequately address future District maintenance activities, pursuant to Section 13.5 of the "Implementing Agreement" between the District and Coachella Valley Association of Governments. Requirements include: (1) Compliance with relevant processes and measures to ensure application of the Conservation Area requirements set forth in Section 4 of the CVMSHCP; (2) Compliance with the applicable Land Use Adjacency Guidelines as set forth in Section 4.5 of the CVMSHCP; (3) Compliance with the Avoidance, Minimization and Mitigation Measures in Section 4.4 of the CVMSHCP; (4) Ensure implementation consistent with the Species Conservation Goals and Objectives in Section 9 of the CVMSHCP; (5) Permanently protect and manage Mitigation Land within the reserve system legally owned and/or controlled by the entity unless conveyed to the Coachella Valley Conservation Commission; and (6) Participate in the Joint Project Review Process for projects within the Conservation Areas as described in Section 6.6.1.1 of the Plan, if applicable.
- 4) *Regulatory Permits*: Review draft regulatory permits and applications authorizing the construction, operation and future maintenance of the proposed flood control facilities, including U.S. Army Corps of Engineers Section 404 permits, Regional Water Quality Control Board Section 401 Water Quality Certifications, California Department of Fish and Game Section 1602 Streambed Alteration Agreements and Regional Water Quality Control Board Porter-Cologne program Waste Discharge Requirements. Ensure that the draft regulatory permits include/address all necessary future District maintenance activities.

Review of Encroachment Permits

Consultant shall review the encroachment permit in accordance with the scope of work defined by the Planning Division including, but not limited to, the requirements covered above.

Service Category II. PUBLIC EDUCATION, MARKETING, AND COMMUNICATION SERVICES

Background

The three (3) MS4 Permits in Riverside County are administered by the Santa Ana, San Diego, and Colorado River Regional Water Quality Control Boards, and require the Permittees to develop and implement a surface water quality protection and management program and report annually on progress and program effectiveness. The *Permittees' education and outreach campaign must educate targeted public and business audiences, engage, and retain audience participation in practices that will be protective of surface waters and enable the Permittees to comply with regulatory mandates.

Service Expectations

The District is seeking experienced and qualified respondents to provide the following type of services. Respondents must bid on at least one service. The District is looking for innovative, cost-effective ways to address NPDES MS4 Permit public education, marketing, and outreach requirements. Proposals should address budgetary constraints by utilizing existing program strengths and developing creative campaigns to increase program effectiveness.

Goals

The primary goals are to ensure the program complies with the public education and outreach elements of the Santa Ana, San Diego, and Colorado River MS4 permits and engage target audiences in specific activities and behaviors that create awareness of Riverside County's creeks, streams, and rivers.

Minimum Qualifications/Requirements: The following are the minimum qualifications for a respondent to be considered as an eligible candidate to submit a response for the requested services described in this RFP.

Respondent must:

- Have the ability to do business in Riverside County, California, and conducted business in California for a minimum of three (3) years.
- Have an understanding of the potential adverse ecological impacts of storm and dry weather runoff from urban areas on streams, creeks, rivers, and lakes including the programs for mitigating these impacts.
- Have the expertise to strategically plan and effectively deliver environmentally-geographically themed messages on behalf of public agencies to a wide range of audiences.
- Have demonstrated ability to implement a long-term regional public and business education outreach campaign comprising high-potential, cost-effective messaging and engagement tactics.
- Have the capability to evaluate public and business education campaign effectiveness.
- Have a proven ability to work in a multi-jurisdictional local government setting to achieve consensus support for campaign strategies and tactics at staff, senior management, and elected official levels.

Task H.1 Message Development & Communication

Creation of effective water pollution themed educational materials and messaging specifically designed for the general public and targeted businesses and which cover a broad range of pollution-prevention messaging media such as: text, brochures, posters, billboards, tear sheets, tip cards, and/or other print media; developing or maintaining existing electronic media, PowerPoint presentations, e-mail sign up program or regular e-newsletter. May include specialized documents such as annual reports, compliance reports, budget summaries, project reports, or presentations.

Incorporation of brand name and development of a common theme/look with all of the outreach materials; development of activity or pollutant focused articles/features for posting on municipal websites, social media, local newspapers, or newsletters.

The capability to evaluate public and business education campaign effectiveness and provide written reports that fulfill municipal reporting requirements. Provide both English/Spanish versions of specified materials.

Task H.2 Social Media

Expertise in creating a social media marketing plan and effectively delivering short and long-term action campaigns that are grounded in Community Based Social Marketing (CBSM) principles.

The ability to grow an increasing social audience and follower base through Targeted Campaigns: hash tag campaigns, strong use of keywords, sharing/retweeting relevant news, "liking" posts, staying updated within the industry, and contributing unique content to broaden reach.

Preparation of social content calendar to meet target goals. Purchase of advertising including web banners, social media ads, radio and newspapers and out-of-home advertising, (movie theaters, gas pump top screens, etc.)

The ability to evaluate campaign effectiveness and provide written reports that include dashboard formats and fulfill municipal reporting requirements. Utilize social media analytics to gather and analyze data to evaluate campaign effectiveness. May include English/Spanish versions of specified campaign materials.

Task H.3 School Presentations

Development and delivery of school education program materials for incorporation into or to support existing school-based efforts. May include efforts such as, but not limited to developing and conducting presentations on stormwater pollution and pollution prevention practices to the public, developing and distributing curriculum guides for teachers and organizations, and attending school or City-sponsored clean ups.

Task H.4 Business Education

May include efforts such as, but not limited to, contacting, and maintaining partnerships with various mobile services, home improvement stores, commercial, and/or industrial facilities throughout the County to conduct various point of purchase marketing, training, and outreach activities. Develop materials associated with best management practices for specified businesses.

Task H.5 Strategic Planning

Develop a multi-year strategic plan that may include, but is not limited to establishing overall goals, objectives, strategies, and specific tactics and related measurable objectives for high priority urban runoff pollution issues. Provide a strategic assessment of all key program areas, including a thorough review of existing materials and program elements

Conduct public opinion surveys/polls to gauge awareness.

Conduct a strategic planning meeting with staff, program partners, and members of the public. Document process, provide materials, take meeting notes, and provide written updates.

Task 11.6 Website Development & Maintenance

May include efforts such as, but not limited to developing and maintaining a District Public Education "rcwatershed.org" website and/or maintenance of site map and navigation, content, images, and updates, e-subscriber database, and tracking and analysis of monthly site traffic. Staff training on use of software program, templates, and website updates.

Task 11.7 Public Outreach Events

May include efforts such as, but not limited to coordinating, staffing and managing booths at multiple and/or single day events hosted by third parties throughout the County to distribute pertinent key messages, developed materials, take photos, social media posts, and implement targeted media campaign objectives.

Service Category L. Photogrammetry - Aerial Flights

Task L.1. Aerial Image Acquisition (Digital)

Firms responding to this Task must demonstrate knowledge and experience providing color digital imagery with 60% forward lap and 30% side lap. All aspects of the aerial flight and acquisition of aerial photography to follow industry best practice. Airborne GPS will be required on most projects. Raw airborne GPS data must be made available upon request. Requirements for this task will include:

- Provide the exterior orientation elements: X, Y, Z, T, Omega, Phi, and kappa.
- Provide the pilot's log sheet.
- Provide a detailed diagram of the separation between the GPS antenna and the camera.
- Unless expressly approved, the flight window is from 10:30 AM to 2:30 PM and will be flown Monday through Thursday.
- Provide the imagery in 8 and 12 bit format and compress using a Q-factor of 5.

Consultants shall identify the sensor(s) to be used and the aircraft(s) that will carry them. The qualifications of those who will collect and process the data shall be provided.

Task L.2. Aerial Image Acquisition (Film)

Firms responding to this Task must demonstrate knowledge and experience providing color film imagery with 60% forward lap and 30% side lap. All aspects of the aerial flight and acquisition of aerial photography to follow industry best practice. Airborne GPS will be required on most projects. Raw airborne GPS data must be made available upon request. Requirements for this task will include:

- Provide the exterior orientation elements: X, Y, Z, T, Omega, Phi, and kappa.
- Provide the pilot's log sheet.
- Provide a detailed diagram of the separation between the GPS antenna and the camera.
- Unless expressly approved, the flight window is from 10:30 AM to 2:30 PM and will be flown Monday through Thursday.
- Provide the imagery in 8 and 12 bit format and compress using a Q-factor of 5.
- When labeling the images, the job name, photo scale, date, and exposure number should be shown on the first exposure only. All subsequent exposures should have date and exposure number only. Date in upper left corner and Photo No. in upper right corner. Number photos as indicated on provided flight plans. Use aerial font size 14.

Task L.3. LiDAR Data Acquisition

Firms responding to this Task must demonstrate knowledge and experience collecting LiDAR data and providing bare-Earth deliverables. All aspects of the LiDAR data acquisition to follow industry best practice. Requirements for this task will include:

- All LiDAR deliverables will be bare earth unless specifically requested otherwise.
- Data acquisition must be coordinated with Riverside County Flood Control survey crews to enable simultaneous ground GPS observations from at least two stations.
- Vertical accuracy check(s) must be provided with 95% of check points exceeding 0.6' and 90% of check points exceeding 0.5' accuracy.
- Deliverables will be created in butt-matched tiles with LiDAR data sampled down to a spacing to be specified later.

Consultants shall identify the sensor(s) to be used and the aircraft(s) that will carry them. The qualifications of those who will collect and process the data shall be provided.

Service Category J. Real Estate Services
Task J-1 Appraisal Services

Table J-1
SERVICE CATEGORY CHECKLIST
APPRAISAL SERVICES

TASK	
1	Mail notification letter to property owner requesting permission
2	Appraiser will review title information pertaining to ownership
3	Appraiser inspect each property personally
4	Appraiser will inventory all improvements affected by project
5	Appraiser will perform market research to support
6	Appraiser will provide comparable sales information
7	Narrative appraisal report conforms to Uniform Standards of Professional Appraisal Practice (USPAP)
8	Eminent Domain testimony services
9	Cost Estimates

1 Mail Notice

Appraiser will mail a notification letter to property owner requesting permission to conduct an on-site inspection of the property, advising them of their right to accompany the appraiser at the time of the inspection and requesting information regarding the appraised property which could influence the appraised value.

2 Title Review

Appraiser will review title information pertaining to the respective ownerships and will review all pertinent information relative to the parcel.

3 Property Inspection

Appraiser will inspect each property personally with the owner (if possible) and document the inspection with photographs for use in the report.

4 Improvements

Appraiser will inventory all improvements affected by the proposed taking including notes on their manner of disposition (i.e., pay-for and remove vs. move back

5 Market Research

Appraiser will perform market research to support the selected appraisal methodology and will document and confirm comparable sales information.

6 Comparable Sales

Appraiser is responsible for determining which comparables are the best and most appropriate for the project. Comparable sales should have similar physical and legal characteristics when compared to the subject property. This does not mean that the comparables must be identical to the subject property, but it should be competitive and appeal to the same market clientele that would also consider purchasing the subject property. Comparables that are significantly different from the subject property may be acceptable; however, the appraiser must describe the differences, consider these factors in the market value, and provide an explanation justifying the use of the comparables.

7 Narrative Appraisal Report

Appraiser will prepare a narrative appraisal report that conforms to the Uniform Standard of Professional Appraisal Practice (USPAP). The appraisal study and report are intended to serve as an acquisition appraisal and will be prepared in a summary format consistent with the specifications for narrative appraisal reports, including but not limited to parcel data, analysis of highest and best use, valuation, appraiser qualifications, available hazardous material usage/waste data, exhibits of location, site maps, and other pertinent exhibits.

8 Eminent Domain

Appraiser shall be aware of eminent domain laws and valuation approaches used in eminent domain litigation and be comfortable as an expert witness.

9 Costs Estimates

Appraiser will provide an estimate of probable costs for right of way acquisitions and service costs necessary to complete the project of the specified subject area.

Task J-2. Relocation Services

**Table J-2
SERVICE CATEGORY
CHECKLIST
RELOCATION SERVICES**

TASK	
1	Interview occupants
2	Research
3	Compile statistics
4	Relocation Plan
5	Relocation Implementation

1 Interview Occupants

Interview all potentially affected occupants to determine relocation needs. The interview queries business needs, special licensing, permits or zoning needs, information on trade areas, special moving requirements, etc. The interview also queries household information such as: the number, age and gender of all occupants, income of the household, distance to employment and utilized neighborhood services, special needs of the household, etc.

2 Research

Research the marketplace for available replacement locations and/or establish rent schedules for compiling project costs.

3 Compile Statistics

Compile statistics on available housing and business replacement sites and calculate potential project costs.

4 Relocation Plan

Create and present draft relocation plan to client. Distribute plan to project participants, make it available for public inspection, and make any needed revisions brought up during the public inspection period. Participate in adoption presentation meeting.

5 Relocation Implementation

Secure the basic case information and set up case file, maintain the necessary case documentation and contact diary throughout the course of our involvement with the claimant. Conduct an initial in-depth field interview with claimant, document rent, income, family size, names/ages of occupants, determine relocation needs, preferences, and special requirements, and provide general information notices and brochure.

Explain relocation process, rights, and benefits available. If needed, provide ongoing advisory assistance to minimize hardships on claimants, including referrals to and coordination with community service resources, public housing, and other public services. Also, if needed, document rent with rental agreement, receipts, or economic rent. Document/verify income using pay stubs, budget worksheets, tax returns, certification, and/or cash affidavit. Use rent method if income cannot be verified. Assist with the reconciliation of fixtures and equipment among owner and tenant. Create rent schedule for project as appropriate and if authorized by client, search, and document comparable for each claimant, provide initial referrals and three sets of additional housing referrals every 4-6 weeks as necessary. Search for available non-residential sites until Consultant recommends at least one appropriate site or determines that no such site exists. Provide with any referral an evaluation form which requests feedback as the suitability of the site referral and attempt to secure response from claimant. Prepare letter of eligibility based on most appropriate comparable or rent schedule and seek authorization of client. Deliver letter of eligibility to claimant, discuss findings, and impacts to occupants' particular needs. Amend the letter of eligibility again if the economics of the comparable's availability changes over the course of our assignment. Prepare and deliver 90-day notice to vacate no later than 12 weeks after general information notices have been delivered. If needed, arrange for transportation to view replacement sites, assist claimants with their selection of a replacement site, with lease offers, with review of rental agreements, and with move bids or fixed moving payment. Inspect selected site to ensure it meets decent, safe, and sanitary requirements. Monitor the replacement site escrow and explain the relocation process to agent and escrow officer as necessary. Review and discuss claimants' moving plans, build out specification and personal property inventory and coordinate eligibility limitations in advance of physical move. Verify vacation of displacement site and secure a certificate of abandonment. Determine eligibility for proposed amount of relocation benefits, including actual and reasonable moving payments, rental or purchase differential payments, re-establishment payments, and fixed payments as applicable. For residential moves, secure and process an advance claim to assist with the move, and a second final claim incorporating the moving costs and rental/purchase differential payment once family has moved to selected displacement site. For non-residential moves, secure and process moving assistance, re-establishment, in lieu, or settlement claims ensuring that no item was duplicated in the acquisition process. Each claim will be signed by the claimant supported by appropriate back-up (written bids, schedules, receipts, etc.) and will be reviewed by Consultant for recommendation before submitting to client for approval. Each claim check will be delivered to claimant in person (as feasible) and a receipt of payment will be secured.

Task J-3. Title Services

**Table J-3
SERVICE CATEGORY
CHECKLIST
TITLE SERVICES**

TASK	
1	Preliminary Title Reports
2	Policies of Title Insurance
3	Escrow Services
4	Other Services

1 Preliminary Title Reports

Furnish preliminary title reports, litigation guarantees and title reports to District within fifteen (15) working days upon receipt of written request for such report(s). Reports to be submitted in an electronic form and shall include, but not be limited to, the following items:

- The names and addresses as disclosed of record of all persons or parties owning or claiming, or who may own or claim an interest in such parcel, and the nature of such interest and from whom deeds or releases should be obtained or who should be named as party defendants in an eminent domain action. This would only apply to litigation guarantees.
- A copy of the instrument(s) whereby the vestee acquired title.
- Such tax information as the County Assessor's Parcel reference, code area, the amount of taxes and a statement of any special assessments.
- The vesting documents and Schedule B documents (easements, assessments, encumbrances, and rights-of-way) will be sent with the title reports.
- A portion or portions of a street, alley or highway abutting a parcel will be included up to three (3) contiguous parcels, as part of the land covered in the report, provided the title thereto vests in the same ownership as the adjoining parcel.
- Provide District an invoice with each item as it is delivered to District. Provide supplemental reports showing matters, if any, appearing of record subsequent to the date of the prior report.

2 Policies of Title Insurance

Furnish California Land Title Association (C.L.T.A.) Standard Coverage Policies of Title Insurance covering the estate or interest created through the acquisition of real property by District or American Land Title Association (A.L.T.A.) policies. Policies will be delivered to District within ten (10) days of recordation of documents conveying real property to District. Notice of such recordation shall be in the form of a Closing Escrow Statement showing the recording information of documents or final order of condemnation. Provide one (1) original title insurance policy. Policies will be taken subject to such matters of record as they may remain a lien or charge against the land at the close of escrow and be approved in writing by District.

3 Escrow Services

Upon receipt of District's request to open escrow, instructions will be typed and returned to District within three (3) working days. Provide standard practice escrow services which include but not limited to the following:

- Payment of all demands of any claimants, lien holders or beneficiaries under a deed of trust deposited into escrow. Determine the proper trustee to issue a full or partial reconveyance and to prepare a substitution of trustee where necessary.
- Prorate or adjust those items as directed by District. Real estate taxes will be paid in full when a lien is due. Any proration will be established by the Assessor/Tax Collector and distributed appropriately.
- Disburse funds held in escrow pursuant to assignment of funds as directed by District.
- Bill District for all reconveyance fees, trustee fees, forwarding fees, beneficiary statements, etc., presented in connection with the reconveyance of any deed of trust eliminated through escrow, unless otherwise directed by the District. (Excluded are any prepayment penalties)
- If adverse title matters are apparent since date of issuance of latest report, notify District that closing is not possible and upon request of District a supplemental report or guarantee will be issued setting forth such adverse matters.
- Notify creditors of grantor's present address where there is a partial taking by District.
- Furnish a breakdown of rental prorations.

- Prepare and draw all instruments necessary to consummate the transaction except grant deeds and/or easement deeds which will be drawn and deposited in escrow by District.
- Proceed with closing upon receipt of necessary funds, proper documents and final instructions approving title exceptions to be shown on the Policy of Title Insurance.
- Report status of each open escrow account.
- Estimated Escrow Closing Statements to be presented to District indicating a readiness to record. Statements will include any credits due. Statement should be issued allowing District four (4) weeks to process payments for escrows.

4 Other Services

Provide District with "Ownership" information on District's first one hundred (100) requests each calendar month. This information shall include parties in whom record title vests and may include a legal description of the property as it appears on record.

Furnish copies of any recorded document mentioned in reports as requested by District at no charge. Agree that the term "parcel" as used herein is defined as any of the following, with ownership within the same block of any town, city, or subdivision:

- Any three (3) contiguous areas of land or lots vested in the same ownership.
- The portion of any street or alley adjoining any parcel as above defined which portion of street or alley does not pass by operation of law in a conveyance of said adjoining parcel; therefore, title thereto would vest in other than the owner of the adjoining parcel and construed as a separate parcel.

Task J-4. Attorney Services

**Table J-4
SERVICE CATEGORY
CHECKLIST
ATTORNEY SERVICES**

TASK	
1	Legal Counsel
2	Eminent Domain Action

1 Legal Counsel

Attorney to provide legal services related to land transactions including resolving title issues and approving as to form land transaction documents related to District projects. Attorney shall appear and serve as the District's legal counsel and perform the work assigned with assistance being provided from the attached attorney's list. Attorney shall furnish all equipment, facilities, materials and labor necessary to perform in a complete, skillful and professional manner, and shall maintain all licenses required by the laws of the State of California at all times while performing services as an independent contractor for the District.

2 Eminent Domain

Attorney shall appear and serve as the District's legal counsel in said eminent domain proceedings. Attorney

shall provide District with timely notification of all scheduled depositions, hearings, mediations, arbitrations, trials, etc. Attorney shall provide District with one copy of Attorneys' files and/or records for each property owner. Such files and records shall be and remain the sole property of the District. Attorney shall not settle any matter or make a settlement off any amount or make any representation as to settlement possibilities without prior authorization of District.

Service Category K. CIP Implementation

Task K.1 CIP Project Management

Firms responding to this Task must demonstrate qualifications and experience serving in a lead role for oversight and management of the full 'A to Z' delivery of Flood Control projects such as, open channels, underground storm drains, earthen embankment dams, debris basins, detention basins, culverts, levees, etc. This task is focused on firms qualified and willing to provide ***oversight and management*** of the overall project through the preliminary and final design phases, including accountability for identification, coordination and integration of all elements such as scoping, budgeting, schedule management, stakeholder identification and coordination, engineering, regulatory clearances, rights of way, etc., as necessary for the full and timely delivery of 'shovel ready' projects.

This specific task is for project management and oversight only. Performance of the individual elements of a project, such as the Engineering/Design, CEQA, Regulatory Permitting, etc., are *not* included in Task B.1, but may be undertaken by your firm and/or other consultants pursuant to another pre-qualified task or category as identified in this RFQ. In many cases, a firm will be selected to provide services across both Tasks B.1 and B.2. To expand upon the District's ability to deliver projects on a timely basis, in some cases a firm pre-qualified for Task B.1 may be asked to provide CIP Project Management services where some or all of the elements of work are being undertaken by other Consultants.

Task K.2 Design of Flood Control Facilities (Full PS&E)

Firms responding to this Task must demonstrate qualifications and experience providing the full 'A to Z' design of Flood Control projects such as, but not limited to, open channels, underground storm drains, earthen embankment dams, debris basins, detention basins, culverts, levees, etc. Firms pre-qualified under this task must be licensed in California and capable of providing the full suite of design services necessary for the design of flood control facilities, including ALL of the services described in sub-tasks A through F in Table B-1, and as described below.

All designs must utilize District approved software and be incorporated into plan, profile, and detail sheets meeting the District's drafting requirements, and be stamped and signed by a Civil Engineer licensed in California. Firms pre-qualified for Task B.2 may or may not be also selected to provide overall project management services if the firm is also pre-qualified in Task B.1.

Sub-Task A) Hydrology and Hydraulic design of Flood Control Facilities.

This sub-task is required to be performed directly by your firm (not a sub-consultant), and includes the full design and plan sheet preparation for the hydraulic systems necessary to meet defined project objectives. These systems may include but are not limited to channels, storm drains, levees, basins, dams, catch basins, connector pipes, inlet/outlet structures and other appurtenant elements.

Sub-Task B) Geotechnical Engineering

This sub-task may be performed directly by your firm or a sub-consultant, and includes any necessary geotechnical engineering analyses that are necessary for the project, such as but not limited to slope retention or stabilization, embankment design, structure foundation design, seismic evaluations and design, etc. It is anticipated that often the field exploration we be done by a sub-contractor, but if the engineering evaluations and designs are performed in-house, select 'Conduct' for this sub-task on your submitted Table B-1. Otherwise select 'Sub-Consult' if you will rely fully on a sub-consultant for these services.

Sub-Task C) Structural Engineering

This sub-task may be performed directly by your firm or a sub-consultant and includes structural design of any non-standard designs that are necessary for the project. Most commonly these are reinforced concrete structures, such as Reinforced Concrete Boxes, Rectangular Channels, Retaining Walls, Junction Structures, and Inlet/Outlet structures and bridges.

Sub-Task D) Utility Relocation Design

This sub-task may be performed directly by your firm or a sub-consultant. District projects can conflict with other utilities that exist within the built environment, requiring their relocation. The District will discuss with the Utility owner, responsibilities with respect to the design and relocation of these utilities. In many cases the utility owner will perform the designs themselves, but in some cases, most commonly with water and sewer utilities, the District will design relocations. Firms responding to Task B.2 must be able to provide design services for relocation of water and sewer utilities of various sizes from service laterals to main trunk line systems.

Sub-Task E) Street Improvements and Traffic Control Design

This sub-task may be performed directly by your firm or a sub-consultant, and includes evaluating the impacts that construction operations will have upon existing roads, and designing road restoration / paving sheets, new street improvements, etc. This task also includes evaluating impacts of the project on traffic patterns and developing traffic control plans consistent with the MUTCD and California Supplement that will be included in the District's contract documents. Where road closures are required and approved in advance by the local jurisdiction, detour designs will also be required.

Sub-Task F) Surveying & Topographic Mapping

This sub-task may be performed directly by your firm or a sub-consultant and includes providing land surveying services associated with both collection of topographic data to support the design process, and development of accurate Right of Way basemaps and legals and plats.

ATTACHMENT "C"

TASK ORDER APPROVAL FORM

CONSULTANT: _____

PROJECT NAME: _____

The Scope of Services for Task Order No. __, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, shall constitute an approved Task Order pursuant to the Agreement between the DISTRICT and CONSULTANT dated _____ ("AGREEMENT"). CONSULTANT agrees to perform the services described in Exhibit "A" within the time set forth in the Project Schedule as described in Exhibit "B" attached hereto and incorporated herein, for a fee amount of \$ _____, unless otherwise modified by the DISTRICT'S Project Manager in a subsequent Task Order Approval Form. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "C" and incorporated herein by this reference.

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

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

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

By: _____
JASON E. UHLEY
General Manager-Chief Engineer

ULTRASYSTEMS ENVIRONMENTAL, INCORPORATED

By: _____
[NAME]
[Title]

CONSULTING SERVICES AGREEMENT
FY 2022-23 to FY 2026-27

The Consulting Services Agreement ("Agreement") dated as of July 1, 2022 is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, hereinafter called "DISTRICT", and UNDERGROUND SOLUTIONS, INC., a California corporation, hereinafter called "CONSULTANT". DISTRICT and CONSULTANT are sometimes individually referred to herein as a "Party" and collectively as the "Parties". The Parties hereby agree as follows:

1. SERVICE CATEGORY

Upon DISTRICT's request, CONSULTANT shall provide on-call services to DISTRICT for Service Categories D, as further described in "Service Categories & Tasks", attached hereto and incorporated herein as Attachment "A", in accordance with applicable federal, state and local laws and regulations.

2. SCOPE OF SERVICES

As requested by DISTRICT, CONSULTANT shall provide those services as described in the "Scope of Services", attached hereto and incorporated herein as Attachment "B", on an "on-call" basis. During the term of this Agreement, DISTRICT may request CONSULTANT to submit one or more proposals within any of the Service Categories for which CONSULTANT is selected pursuant to Attachment "A". In the event DISTRICT finds CONSULTANT's proposal acceptable, DISTRICT may issue one or more Task Orders, the form of which shall generally conform with the "Task Order Approval Form" (attached hereto and incorporated herein as Attachment "C"). CONSULTANT understands and expressly agrees that the execution of this Agreement by CONSULTANT and/or the submission of any proposal to furnish services does not guarantee the assignment or approval of any subsequent Task Order(s).

3. PERSONNEL

A. Project Manager

For each Task Order, DISTRICT shall designate a staff representative who shall act as DISTRICT's Project Manager ("Project Manager") for the Task Order. In the event DISTRICT changes its Project Manager, it shall notify CONSULTANT in writing.

B. CONSULTANT's Representative

CONSULTANT shall appoint a Designated Representative for each assigned Task Order who shall be responsible for coordinating all aspects of the assigned Task Order. CONSULTANT's Designated Representative shall be available to DISTRICT's Project Manager at reasonable times. In the event CONSULTANT changes its Designated Representative, it shall notify DISTRICT in writing.

C. Substitution of Key Personnel

At the time of Task Order approval, CONSULTANT shall identify to DISTRICT's Project Manager the Key Personnel who are responsible for executing Task Order. Should one or more of the identified Key Personnel become unavailable, CONSULTANT may substitute other personnel of equal or greater competence upon DISTRICT's written approval. In the event that DISTRICT and CONSULTANT cannot come to an agreement regarding substitution of the Key Personnel, DISTRICT may terminate the Task Order, pursuant to the applicable provisions of this Agreement.

4. TERM

The term of this Agreement shall become effective on July 1, 2022 and shall remain in effect through the required date for completion of an assigned Task Order, provided

that such Task Order was approved prior to June 30, 2026 and is to be completed by June 30, 2027.

5. COMPENSATION

CONSULTANT shall receive compensation for all services satisfactorily performed and expenses incurred under this Agreement in accordance with the terms of the approved Task Order(s). The cumulative total of all task orders shall not exceed \$200,000 over the entire term of this Agreement.

6. PAYMENT

Payment shall be made in accordance with the Compensation/Fee Rate Schedule attached to an approved Task Order. Unless otherwise agreed, progress payments shall be processed on a monthly basis. Upon satisfactory performance of CONSULTANT's services pursuant to an approved Task Order, DISTRICT shall pay CONSULTANT within forty-five (45) days after DISTRICT's approval of CONSULTANT's invoice(s). DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

CONSULTANT shall keep employee and expense records according to customary accounting methods and such records shall, upon request, be available for inspection by DISTRICT to verify CONSULTANT's invoices. CONSULTANT's invoices shall itemize charges to conform with the Compensation/Fee Rate Schedule negotiated for the specific Task Order. DISTRICT shall notify CONSULTANT of any disputed charges within thirty (30) days of receipt of CONSULTANT's invoice. **DISTRICT reserves the right to withhold payment for work that is not invoiced in a timely manner.**

7. INVOICES

All work shall be invoiced in a timely manner. All invoices shall be mailed directly

to DISTRICT's Accounts Payable Section. Each invoice shall include the following information:

A. Purchase Order Number associated with the approved Task Order – (as provided by DISTRICT).

B. Billing Period – (indicating the date(s) when the services were rendered).

Monthly invoices shall be mailed to DISTRICT no later than the 15th day of the month following the end of the Billing Period. Periodic single invoices shall be mailed within 45 business days of Task Order completion. Incomplete invoices will be returned to CONSULTANT for correction.

8. PROJECT PERFORMANCE

A. Commencement of Services

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

B. Time of Completion

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

9. LICENSES

At all times while performing services under this Agreement, CONSULTANT, its employees, agents, contractors and subcontractors shall possess all necessary and appropriate federal and/or state permits and maintain professional licenses required by the applicable federal, state and local regulations.

10. 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 and to fully and adequately complete each approved Task Order.

[FOR DESIGN PROFESSIONALS]

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.

II. ERRORS AND OMISSIONS

In the event CONSULTANT's data, technical studies, reports, plans, specifications, estimates, work products or any other documents furnished under this Agreement 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, work products or any other documents, any such additional expense shall be borne solely by CONSULTANT. When the agreed upon scope of services to be performed by CONSULTANT are not in conformance with the terms of this Agreement, DISTRICT shall have the right to require CONSULTANT to perform the agreed upon scope of services in conformance with the terms of this Agreement at no additional cost

to DISTRICT. When the agreed upon scope of services are not in conformance with the terms of this Agreement and are of such a nature that they cannot be corrected, DISTRICT shall have the right to (1) require CONSULTANT immediately to take all necessary steps to ensure future performance in conformity with the terms of this Agreement; and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event CONSULTANT receives payment under this Agreement which is later disallowed by DISTRICT for nonconformance with the terms of the Agreement, CONSULTANT shall promptly refund the disallowed amount to DISTRICT on request; or at its option, DISTRICT may offset the amount disallowed from any payment due to CONSULTANT.

12. PERMITS AND RIGHTS OF ENTRY

DISTRICT shall obtain all necessary rights of entry that may be required in order for CONSULTANT to perform the services stipulated by an approved Task Order within and upon privately-owned property. CONSULTANT shall obtain all necessary permits or rights of entry that may be required in order for CONSULTANT to perform the services stipulated by an approved Task Order from any and all affected public entities. Sufficient evidence of having obtained such permits and/or rights of entry shall be furnished to DISTRICT by CONSULTANT, prior to initiation of work. CONSULTANT shall prosecute the work in such a manner as to minimize public inconvenience and possible hazard and shall restore the streets and other work areas to their original condition and former usefulness as soon as practicable. CONSULTANT shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.

13. NOTICES

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

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Finance Division

UNDERGROUND SOLUTIONS,
INC.
120 N. Andreasen Drive
Escondido, CA 92029
Attn: T.C. Mueller

14. REQUIRED INSURANCE

CONSULTANT shall not commence operations until DISTRICT has been furnished with original certificate(s) of insurance and certified original copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. As respects to the insurance section, DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

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

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

- 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 insureds.
- 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 \$1,000,000 per occurrence and \$2,000,000 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 its' sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a 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 for 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 an A:VIII (A:8) unless such requirements are waived, in writing, by DISTRICT's 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 deemed 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 with respect to this Agreement with DISTRICT; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- iii. CONSULTANT shall cause their insurance carrier(s) to furnish DISTRICT with 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 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 DISTRICT 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 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 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 and the monetary limits of liability required under this Agreement if, in DISTRICT 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.
- 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.

15. WORK PRODUCT

CONSULTANT shall provide DISTRICT with all data, calculations, technical studies, plans, specifications, computer files, field notes, estimates, drawings, logs, maps, exhibits, reports and any other documents as set forth in the approved Task Order(s). All data, calculations, technical studies, plans, specifications, computer files, field notes, drawings, logs, maps, exhibits, reports and any other documents produced by CONSULTANT in the performance of the services as set forth in the approved Task Order(s) shall become and remain the sole property of DISTRICT. CONSULTANT shall not publish or transfer any material produced or resulting from

activities supported by this Agreement without the written consent of the General Manager-Chief Engineer of DISTRICT. If any such material is subject to copyright or trademark, the Parties agree that the right to any and all copyright and/or trademark in and to the material is expressly reserved to DISTRICT. If any such material is copyrighted, the Parties hereto understand and agree that DISTRICT reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such material, in whole or in part, and to authorize others to do so, provided written credit is given the author.

16. [INTENTIONALLY DELETED]

17. QUALITY CONTROL

CONSULTANT shall implement and maintain effective quality control procedures throughout all phases of assigned task and/or services. CONSULTANT shall have a quality control plan in effect during the entire time task and/or services are being performed under this Agreement. The plan shall establish a process whereby all calculations and documents prepared under this Agreement are independently checked, corrected and backchecked, and all pertinent job related correspondence and memoranda are bound in appropriate job files. Evidence that the quality control plan is functional may be requested by DISTRICT. All documents and any other items submitted to DISTRICT for review shall be initialed by CONSULTANT's project manager, or his designee, as being fully checked and that the preparation of the material followed the quality control plan established for the work.

18. TERMINATION

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

A. Agreement

1) Terminate this Agreement without cause upon providing CONSULTANT

thirty (30) business days written notice stating the extent and effective date of termination; or

- 2) Upon five (5) business 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 any such manner it deems appropriate.

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 work product, equipment, files, records, data or reports prepared by CONSULTANT, whether partially or fully completed.

In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for all services performed in accordance with this Agreement to the date of termination, a total amount which bears the same ratio to the total maximum fee otherwise payable under this Agreement as the services actually bear to the total services necessary for performance of this Agreement. Notwithstanding any of the other 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 29 (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.

B. Approved Task Order

Terminate an approved Task Order or portion thereof without cause upon providing CONSULTANT fourteen (14) days written notice stating the extent and effective date of termination. In the event DISTRICT issues a Notice of Termination for an approved Task Order, CONSULTANT shall: i) stop all work under the Task Order 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 work product, data or reports prepared by CONSULTANT, whether partially or fully completed.

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

19. BASIC SERVICES OF CONSULTANT

The scope of services associated with the performance of any specific Task Order under this Agreement shall be expressly defined and agreed upon prior to the approval of the Task Order by DISTRICT's General Manager-Chief Engineer. Any

changes to the approved scope of services must be authorized by DISTRICT's General Manager-Chief Engineer and shall be made in accordance with Section 23 (CHANGES TO TASK ORDER SCOPE OF SERVICES).

All work prepared by CONSULTANT shall be subject to the approval of DISTRICT's Project Manager. CONSULTANT shall allow Project Manager to inspect and review CONSULTANT's work in progress at any reasonable time. All reports, working papers and similar work products prepared for submission in the course of providing services under this Agreement shall be submitted to the Project Manager in draft form. In the event that Project Manager, in his or her sole discretion, determines the formally submitted work product to be incomplete or otherwise inadequate, CONSULTANT may be required to revise and resubmit the work at no additional cost to DISTRICT. Should CONSULTANT fail to make requested corrections in a timely manner, such corrections may be made by DISTRICT and the cost thereof charged to CONSULTANT. Neither DISTRICT's review nor approval shall give rise to any liability or responsibility on the part of DISTRICT, or waive any of DISTRICT's rights, or relieve CONSULTANT of its professional responsibilities or obligations under this Agreement.

20. PREVAILING WAGE

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. 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. Pursuant to the Labor Code, DISTRICT has obtained for the Board of Supervisors of DISTRICT from the Director of the Department of Industrial

Relations, State of California, his determinations of general prevailing rates of per diem wages applicable to the work and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, apprentices and similar purposes for each craft, classification or type of workman needed, as set forth on the schedule which is on file at DISTRICT office and which will be made available to any interested person upon request.

21. INDEPENDENT CONTRACTOR/NON-EXCLUSIVE AGREEMENT

CONSULTANT and the agents and employees of CONSULTANT shall act at all times in an independent capacity during the term of this Agreement and in the performance of the services to be rendered hereunder and shall not act as or shall not be and shall not in any manner be considered to be employees or agents of DISTRICT. This is not an exclusive agreement between DISTRICT and CONSULTANT, and DISTRICT may obtain the same or similar services from another firm if DISTRICT determines that is appropriate. DISTRICT is not obligated to have CONSULTANT provide a specific minimum amount of services pursuant to this Agreement.

22. SUBCONTRACTING

CONSULTANT may, at CONSULTANT's own expense, retain or employ sub-consultants to accomplish certain portions of the work covered by this Agreement. However, except as specifically provided in the Compensation/Fee Rate Schedule attached to the approved Task Order 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.

Should one or more of the sub-consultants, as identified in the Compensation/Fee Rate Schedule attached to the approved Task Order or as expressly identified in this Agreement, become unavailable, CONSULTANT may substitute other sub-

consultants of equal or greater competence upon written approval by DISTRICT. In the event that DISTRICT and CONSULTANT cannot agree as to the substitution of the sub-consultant, DISTRICT may terminate the Task Order, pursuant to the applicable provisions of this Agreement.

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

23. CHANGES TO TASK ORDER SCOPE OF SERVICES

CONSULTANT shall not perform any additional work or services outside the scope of an approved Task Order without the prior written approval of DISTRICT's General Manager-Chief Engineer. If, at any time during the performance of an approved Task Order, CONSULTANT believes that it is necessary to include certain work or services which are not clearly covered under the scope of an approved Task Order, CONSULTANT shall immediately notify the Project Manager in writing of CONSULTANT's assertion that the work is out of scope. Said notification by CONSULTANT to the Project Manager shall not in any way be construed as proving that the work or services in question are outside the scope of the Task Order. The Project Manager must approve or reject CONSULTANT's assertion in writing. In the event the Project Manager determines that CONSULTANT is correct, the additional work or services shall be authorized by a new or revised Task Order that covers the new scope, cost and schedule. In the event that such notification is not given or if the Project Manager is not afforded an opportunity to negotiate the appropriate fee

for such additional services prior to CONSULTANT's commencement of such additional services, then CONSULTANT shall be deemed to have agreed to perform the work or services without any additional compensation and to have accepted sole responsibility for the performance of said work or services. Extra work done or services performed without a new or revised Task Order from DISTRICT's General Manager-Chief Engineer, shall be considered unauthorized and shall not be paid for by DISTRICT.

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

At any time during the performance of the Task Order, the Project Manager, upon providing five (5) business days written notice to CONSULTANT, may delete services and the associated fees from the Task Order. In the event DISTRICT requests deletion of services from the Task Order, DISTRICT shall make payment for all services satisfactorily performed in accordance with the negotiated Task Order up to the effective date of deletion; the amount of the payment shall be prorated to the total services necessary for completion of the Task Order. Any work product developed for the deleted services shall be provided to DISTRICT.

24. 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.

25. ASSIGNMENT

Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of DISTRICT and approval by DISTRICT Board of Supervisors. The following events shall not be deemed an assignment and would not

require prior written consent by DISTRICT:

- A. A partner in a partnership may transfer all or part of his/her or its interest in the partnership to: 1) another partner of the partnership; 2) by intestate succession or testamentary disposition on the partner's death; 3) by a gift to a partner's spouse or children, to a trustee for the partner's spouse or children, or both; 4) to a corporation if, immediately after the transfer, the partner making the transfer continues to own at least 50 percent of that corporation's voting shares.
- B. Any merger, consolidation or other reorganization of CONSULTANT, or the sale of other transfer of a non-controlling percentage of the capital stock or interest of CONSULTANT, or the sale of not more than 50 percent of the value of CONSULTANT's assets.

For any of the above events not deemed as an assignment, such events shall require written notice to DISTRICT at least 30 days prior to the occurrence of such event.

26. CONFLICT OF INTEREST

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

27. JURISDICTION/LAW/SEVERABILITY

This Agreement is to be construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be

declared severable and shall be given full force and effect to the extent possible.

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

28. 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.

29. NON-DISCRIMINATION

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

30. NON-APPROPRIATION OF FUNDS

It is mutually agreed and understood that the obligation(s) 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 upon receipt of DISTRICT's notification by CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to reimbursement of its costs in accordance with Section 5 (COMPENSATION) and Section 6 (PAYMENT).

31. INDEMNIFICATION

A. Basic Indemnity

To the fullest extent permitted by applicable law, CONSULTANT shall indemnify and hold harmless DISTRICT, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") 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, breach of contract), recklessness or willful misconduct on the part of CONSULTANT or its Subconsultants or their respective employees, agents, representatives or independent contractors or liability whatsoever, based or asserted upon any services of CONSULTANT, its officers, employees, contractors, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including, but not limited to, property damage, bodily injury or death, or any other element of any kind or nature whatsoever arising from the performance of CONSULTANT, its officers, employees, contractors, subcontractors, agents or representatives ("Indemnitors") from this Agreement.

"Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgments, 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.

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 Agreement. 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 31. B. below.

CONSULTANT shall defend, at its sole expense, all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle or compromise any such action or claim with the prior consent of DISTRICT, provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnitees as set

forth herein. CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this Section and California Civil Code Section 2782, this Section shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve CONSULTANT from indemnifying the Indemnitees to the fullest extent allowed by law.

B. Indemnity for Design Professionals:

To the fullest extent permitted by applicable law, CONSULTANT agrees to and shall indemnify and hold harmless DISTRICT, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from all liability and any and all Losses that arise out of, pertain to, or relate to, to the extent caused by any alleged or actual negligence, recklessness or willful misconduct constituting professional negligence on the part of CONSULTANT or its Subconsultants, or their respective directors, officers, partners, employees, agents, representatives or independent contractors, or any person or organization for whom CONSULTANT is responsible, arising out of or from the performance of services under this Agreement. 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.

As respects each and every indemnification herein, CONSULTANT shall defend and pay, at its sole expense, all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards against the Indemnitees, 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 or 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.

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.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle or compromise any such action or claim with the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnitees as set forth herein.

CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to Indemnitees the appropriate form of dismissal relieving Indemnitees from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT's obligations to indemnify and hold harmless Indemnitees from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve CONSULTANT from indemnifying DISTRICT to the fullest extent allowed by law.

- C. CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in sections 31, A and B from each and every Subconsultant of every Tier. 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. 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.

32. 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.
33. 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.
34. RECORD RETENTION/AUDIT – CONSULTANT shall retain complete and accurate records relating to all reports, documents and related records documents, including records related to the nature and extent of CONSULTANT's costs incurred while

providing services authorized under this Agreement, for at least five (5) years following the termination of 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.

35. 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. The only exception to this shall be if disclosure is approved in advance in writing by DISTRICT or if the disclosure is made to CONSULTANT's subcontractors as anticipated by this Agreement. CONSULTANT shall observe all federal, state and county laws, and county policies concerning confidentiality of records.

CONSULTANT shall refer all requests for information to DISTRICT. These same requirements shall be applicable to any of CONSULTANT's subcontractors. CONSULTANT shall include the requirements stated in this Section of this Agreement with any of its subcontractors.

36. 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.

37. COUNTERPARTS: ELECTRONIC SIGNATURES – This Agreement may be

executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA" Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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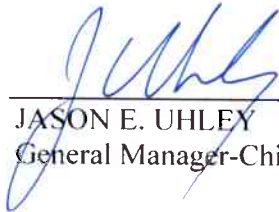
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on

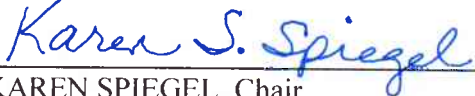
April 26, 2022

(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 PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By: 
SYNTHIA M. GUNZEL
Chief Deputy County Counsel

By: 
Deputy

(SEAL)

On-Call Consulting Services Agreement
Underground Solutions, Inc. – FY 22/23 to FY 26/27
12/20/21
AK:blm

UNDERGROUND SOLUTIONS, INC.



Signature of Responsible Officer

Michael E. Arme

Printed Name

President

Title

On-Call Consulting Services Agreement
Underground Solutions, Inc. – FY 22/23 to FY 26/27
12/20/21
AK:blm

ATTACHMENT A

Service Category D. GEOTECHNICAL AND POTHOLING

Table D-1
SERVICE CATEGORY
CHECKLIST GEOTECHNICAL
AND POTHOLING

TASK	
D.1	Subsurface Soils Investigation and Engineering Analysis
D.2	Dam/Levee Design and Rehabilitation
D.3	Potholing and Utility Location

ATTACHMENT B
SCOPE OF SERVICES

Service Category A. HYDROLOGY AND HYDRAULICS

Task A.1 Master Drainage Plans, Hydrology and Other Planning Studies

Work performed under this section may involve the following:

- Perform hydrology calculations using District approved methods
- Evaluation of detention storage options/locations
- Development and evaluation of alternative facility types and alignments
- Perform hydrologic routing and hydraulic calculations as needed
- Develop planning level cost estimates using District approved unit cost analysis
- Preparation of report summarizing the study
- Review and evaluate hydrology methodologies
- Review and evaluate rainfall data
- Review and recommend updates to District Hydrology Manual
- Water Conservation service as described in Task G.5
- Provide classroom like training on one or more of the topics in this category

Task A.2 Hydraulic Modeling

Firms responding to this Task must demonstrate knowledge and experience developing and performing computerized hydraulic models using WSPGW, HEC-RAS 1D (steady and unsteady) and/or 2D, Flo-2D Pro or other District accepted computer application for the design or analysis of storm flow through existing waterways, urban communities, as well as existing or proposed flood control facilities and structures. Required modeling may include but is not limited to: improved or natural open channels, streets, levees, drop structures, closed conduit systems, inlets, hydraulic junctions, street flow capacity, culvert design, and bridge/pier analysis. Firms shall be familiar with rainfall and hydrograph model inputs and incorporating the District's Hydrology Manual. Firms shall use topographic mapping provided by the District or, if not available, supplement with USGS or best available topography. All work shall be performed in accordance with District standards and any special criteria established by the District. Firms shall be able to estimate appropriate model inputs, including channel cross sections, roughness values from topographic data, aerial photographs, and field reconnaissance. Firms must be able to interpret model outputs, including but not limited to water surface elevations, depths, velocities, flow regimes, critical depth, and Froude number. Firms must prepare reports documenting the approach of the hydraulic analysis, discharges, depths, and velocities at identified points of interest, and prepare associated work maps and final exhibits.

Firms shall identify in their Service Category Qualifications what hydraulic modeling software packages their firm has expertise in from those listed in the District Accepted Software Memo, dated July 1, 2016. Of additional interest is firms with experience and expertise developing and running scale physical hydraulic models of complicated hydraulic structures that may be considered for construction.

Prospective firms shall indicate the qualifications, experience, licenses, certificates, and academic degrees that their employees, who will be performing these services, possess. All hydraulic modeling and reports must be stamped and signed by a Civil Engineer licensed in the State of California.

The District is also interested in understanding which firms have experience providing classroom like training on or more of the HEC RAS 1D and 2D.

Task A.3 Stream Geomorphology/Scour Assessment and Restoration

Firms responding to this Task must demonstrate that it has staff with expertise and applicable* experience to provide all of the following types of services, including any field investigations, hydrologic, and/or hydraulic modeling necessary:

- Investigate and assess current conditions of stream systems to identify potential causes for geomorphic instability.
- Estimate the type and direction of future stream geomorphology based on existing conditions and anticipated future development.
- Estimate long term sediment transport.
- Provide a formal report containing detailed, project-specific, tailored recommendations for construction of localized scour protections, or for creek restoration projects that would establish geomorphic stability without compromising flood conveyance or maintainability. The expectation is that this report would provide all necessary information to facilitate development of plans for construction.
- Evaluate flooding and debris flow risk to live and property due to post wildfire.

**Applicable experience must be for ephemeral stream systems in semi-arid/arid environments comparable to Riverside County.*

Task A.4 FEMA CLOMR/LOMR Preparation

Firms shall prepare hydrologic models and hydraulic models as described in Task A.1 and A.2 including a duplicate effective, corrected effective, existing, and proposed conditions model, as needed. Firms shall prepare the water surface elevation profiles, floodplain work-maps, and annotated FIRM panels.

Firms shall prepare MT-2 forms to include in a package to FEMA detailing the changes initiating the revised floodplain mapping. Prepare Conditional Letter of Map Revision (CLOMR) and a Letter of Map Revision (LOMR) application package to include hydrologic and hydraulic models, completed FEMA certification forms, floodplain work maps, revised flood profile, and annotated FIRM panels showing the revised floodplain. Firms shall coordinate with the District and FEMA to revise the CLOMR/LOMR based on review comments.

CLOMR/LOMR preparation for levees will include additional tasks. Firms shall review previous geotechnical reports and/or complete additional geotechnical analysis to determine whether the levee meets Title 44 of the Code of Federal Regulation, Section 65.10 (44 CFR 65.10) for mapping of areas protected by levee systems. Firms shall be able to determine whether the levee meets FEMA design criteria for slope stability, foundation stability, and settlement. Verify the levee meets the FEMA criteria for freeboard. Toe scour shall be calculated to determine embankment protection and foundation stability. Interior drainage analysis will involve determining whether high flow in the channel will flood interior areas due to backwater. Updated floodplain maps shall also include "without levee" floodplains analysis in case a levee does not meet 44 CFR 65.10.

Task A.5 Dam Inundation Study and Mapping

Firms shall be disciplined and capable of providing engineering services to develop a dam inundation study. These services include a hydrologic analysis, dam break analysis, hydraulic modeling, and appropriate dam inundation mapping limits based on multiple dam failure scenarios. Hydrologic modeling will be performed in accordance with the District's Hydrology Manual (dated April 1978) and HMR 58/59 to generate the Probable Maximum Flood (PMF). Dam breach analyses may utilize both actual dam characteristics and empirical equations for both fair weather and hydrologic scenarios. Using topographic mapping, develop hydraulic models that will dynamically route the spillway, and dam-breach hydrographs to the appropriate outfalls. Tasks would include preparation of a report including the technical studies and inundation maps in accordance with Cal-EMA regulations and guidelines.

Task A.6 Post-Fire Hazard Assessment

Firms responding to this Task must demonstrate that it has staff with experience and technical capability to provide all of the following types of services, including any field reconnaissance, hydrologic and/or hydraulic modeling necessary:

- Collect and assess post fire work products from BAER Team, WERT Team, California Geologic Survey, USGS, Cal Fire, and others to determine debris flow risk in watersheds that potentially impact developed areas.
- Investigate and assess current conditions of main watercourses for sediment loading, debris availability, size of visible debris in the channels, evidence of historic debris-flows, etc.
- Topographic mapping shall be provided by the District or, if not available, prepare LiDAR mapping and/or topographic mapping.
- Experience and technical capability of developing two-dimensional hydraulic models using Flo-2D PRO or HEC-RAS 2D, or other District accepted programs. Firms shall be familiar with rainfall and hydrograph model inputs and incorporating the District's Hydrology Manual.
- Provide a formal report, exhibits and GIS layers documenting methodologies, modeling analysis and results from other tasks to determine flood and debris flow risk.

Service Category B. STRUCTURAL DESIGN

Task B.1 Custom Structural Design (Reinforced Concrete)

Firms responding to this Task must demonstrate experience, knowledge, and familiarity with performing reinforced concrete structural design for new or rehabilitation of existing flood control facilities.

Typical reinforced concrete flood control facilities include but are not limited to box culverts, pipes, rectangular channels, trapezoidal channels, bridges, drop structures, pier noses, cutoff walls, retaining walls, parapet walls, and junctions. Firm should also be capable of designing modifications to standard structures as needed to accommodate penetrations, non-standard junctions, utility protection measures, etc. All work shall be performed in accordance with current applicable codes, District standards, and any special criteria established by the District.

All structural designs, dimensions, and reinforcing steel schedules will be required to be detailed on project plans and stamped by a Civil Engineer registered in the State of California.

Task B.2 Evaluating Structural Integrity of Existing Flood Control Structures

Firms responding to this Task must demonstrate experience, knowledge, and familiarity with performing structural analysis, non-intrusive field inspections (such as high definition video inspections), or intrusive means (such as core drilling) to assess the structural integrity of existing structures. Assessment of such structures may be due to the aging of such facility or due to proposed temporary or permanent loads that maybe beyond the as-built condition.

All work shall be performed in accordance with current applicable state and federal codes.

All structural analysis, inspection reports, and repair recommendations will be summarized in a report stamped by a Civil Engineer registered in the State of California.

Task C.1 Full Service Construction Management

Firms responding to this Task must have an established team of local staff that is qualified and experienced in providing full service Construction Management for flood control or similar linear underground projects. Relevant past experience should include construction management for linear projects within the 'built' environment, such as within existing paved public roads, and experience with applicable codes and standards used in the construction of flood control facilities.

Firms providing Full Service Construction Management would act as an agent of the District, provide all necessary oversight to verify and enforce compliance with the plans and specifications, over the three phases of a construction project: Preconstruction, Construction, and Closeout.

Firms must present an established and appropriately qualified local team that covers the following roles:

- 1) *Construction Manager*: This person would be responsible for coordinating all consultant operations in providing full-service construction management, and would be the primary point of coordination with the District and the Contractor. The personnel in this role should have a minimum of five (5) years of experience as a lead in providing construction management over relevant construction projects. Must be a PE-Civil in California, and should have knowledge of hydraulics and reinforced concrete structures.
- 2) *Field Inspector*: See C.2 below for requirements.
- 3) *Materials Testing and Analysis*: See C.3 below for requirements.

Task C.2 Inspection

Firms responding to this Task must identify local staff that have the experience and qualifications to provide full or part time inspection on flood control projects, including all documentation necessary to track progress, estimate quantities, verify payment requests, etc. Emphasis should be placed on experience inspecting construction projects within a 'built' environment, such as within existing paved public roads, and experience with applicable standards and conventions used in the construction of flood control facilities.

The inspector(s) shall have a minimum of five (5) years of experience inspecting relevant construction projects and shall be a trained competent person as defined by 29 CFR 1926.650. Inspection staff that are certified as a Qualified SWPPP Practitioner (QSP) are also desired to ensure that the District (as project owner and LRP) stays in compliance with the Construction General Permit.

Task C.3 Materials Testing and Analysis

Firms responding to this Task must identify the staff available to perform testing and reporting on materials such as earthwork, concrete, and asphalt. The equipment and/or laboratories that will be utilized shall also be referenced. Testing may consist of, but not be limited to, the following:

- Soil Sieve and Proctor Testing
- Soil Consolidation Testing
- Field Density Testing
- Concrete Cylinder Fabrication and Testing
- Asphalt Concrete Testing
- Precast Concrete Materials and Fabrication Audits.

Staff identified for providing Materials Testing and Analysis must have a minimum of two (2) years of relevant experience, specifically including experience in the use of a Nuclear Moisture/Density Gauge, and must have and maintain all required industry or equipment certifications. Possession of appropriate American Concrete Institute (ACI) Certifications is preferred.

Service Category D. GEOTECHNICAL AND POTHOLING

Task D.1. Subsurface Soils Investigation and Engineering Analysis

Firms responding to this Task must demonstrate relevant experience and appropriate licensure/certifications for providing the following types of Geotechnical Engineering Services, **including performance of any necessary field investigations and lab testing that may be required** to support design of flood control facilities.

Field Investigations and Engineering Recommendations for:

- Grading and Site Clearing that may be Necessary for the Construction of the Project
- Excavation and Rip ability
- Seismic Refraction Survey
- Potential Groundwater Impacts for the Project
- Allowable Bearing Capacity and Foundation Preparation/Ground Improvement
- Flexible and Rigid Pavement Design
- Unit Weight for compacted fill
- Moisture Content Necessary to Use Excavated Soils in Compacted Fill
- Soil Classification and Physical Properties
- Lateral Earth Pressure for Design or Analysis of Earth Retaining Structures
- Maximum Modulus of Subgrade Reaction
- Slope Stability and Protection
- Seismic Stability & Liquefaction
- Seepage Analysis
- Open and Braced Excavation (Shallow/Deep)
- Infiltration feasibility
- Corrosivity

Task D.2. Dam/Levee Design and Rehabilitation

The District is seeking firms with experience and qualifications in designing new Dams/Levees, as well as rehabilitating existing Dams/Levees.

Firms responding to this Task must demonstrate relevant experience and appropriate licensure for the types of work described below:

Most dams will be under the jurisdiction of California Department of Water Resources, Division of Safety of Dams (DSOD), thus, experience working with DSOD is desired. The consultant will be expected to lead a multidisciplinary team to perform work such as feasibility studies, site reconnaissance and geotechnical/geologic investigations, seismic and stability analysis, embankment material sourcing and selection, seepage analyses and mitigation, filter design, spillway and outlet works design, and analysis and mitigation of potential failure modes. The consultant may also be tasked to review, study, and analyze existing dams and provide recommendations and construction plans for rehabilitation measures.

With regard to levees, the consultant must have demonstrated experience in the design of earthen levees, slope protection, scour/toe protection, foundation requirements, embankment material, seepage analysis, slope stability, settlement analyses, levee transitions, etc., and design such structures to meet Federal Emergency Management Agency (FEMA) criteria. The consultant may also be tasked to investigate existing levees and prepare a report of the findings with recommendations for rehabilitation.

Task D.3. Potholing and Utility Location

Firms responding to this Task shall demonstrate relevant experience, licensure, and certifications for providing

Underground Utility Potholing Services for District Capital Improvement Projects, including all of the following:

- Coordination with each of the utility companies, such as verifying utility type and material, ensuring protection of the utility during potholing, etc.
- Secure any required encroachment permits, including design and implementation of any necessary temporary traffic controls as may be required by the local agency.
- Performance of air vacuum excavation "Air Knife" pothole technology or other appropriate investigative methods.
- Detailed reports including ALL of the following:
 - Size and dimensions of utility and/or encasement
 - Type and material of utility
 - Depth to top and bottom of utility
 - Digital photographs of utility
 - Thickness and type of all paving materials
 - Additional conflicts/observations such as previously unidentified utilities, unusual subsurface conditions, utility encasements, etc.
- Traffic control approved by local or State transportation agency
- Restoration of the property, pavement, landscaping, etc. following potholing.

Service Category E. ENVIRONMENTAL AND REGULATORY COMPLIANCE

Task E.1 **CEQA and/or NEPA Compliance and Constraints Analysis, including Document Preparation, Noticing, Distribution, and Public Meetings**

Prepare and distribute CEQA documents such as an Initial Study, Mitigated Negative Declaration, and/or Environmental Impact Report (EIR). On occasion, separate or joint CEQA and NEPA documents may be required.

Provide measures and/or recommendations to mitigate potentially significant impacts, and prepare Mitigation Monitoring and Reporting Program (MMRP), when necessary.

Attend public scoping meetings and/or public hearings to support the District, and prepare and distribute applicable public notices (e.g., Notice of Intent, Notice of Preparation, Notice of Determination, etc.).

Prepare a Preliminary Environmental Assessment Report (PEAR), which is an environmental constraints analysis that generally includes all CEQA topics, MSHCP compliance and any potential regulatory permitting issues (401/404/1602). The PEAR assists the District to identify design constraints early in the planning process. *Note that although similar in intent, this is not the same as a Caltrans PEAR.*

Task E.2 **Cultural Resources Investigations, Surveys, and Monitoring, including Short Notice Discovery Response and Assessment**

Prepare a Cultural Resources Report that addresses all potential issues related to archaeological, traditional, and built environment resources in accordance with applicable federal, state, and local laws and regulations regarding cultural resources pursuant to CEQA/NEPA and/or regulatory permitting processes including, but not limited to, Section 106 of the National Historic Preservation Act.

Typical services include record search, map and literature search, Sacred Lands records check with the Native American Heritage Commission (NAHC), scoping with tribes, pedestrian surveys, identification of the Area of Potential Effect (APE), cultural resource recordation and evaluation, mitigation plans Historic American Buildings Survey (HABS), and the Historic American Engineering Record (HAER), when necessary.

Conduct cultural resources monitoring for District construction and/or maintenance activities.

Consultants should be available on short notice (24 to 72 hours) to assess and respond to any accidental cultural resources discoveries during ongoing construction, operations, and maintenance work. This includes evaluating any discoveries in compliance with applicable laws and regulations.

Task E.3 **Paleontological Resources Investigations, Surveys, and Monitoring, including Short Notice Discovery Response and Assessment**

Prepare a Paleontological Resources assessment including paleontological resource records searches, literature searches, and pedestrian surveys in order to identify potential issues related to paleontological resources in accordance with applicable federal, state, and local laws and regulations, CEQA/NEPA environmental review and/or regulatory permitting processes.

Conduct paleontological resources monitoring for District construction and/or maintenance activities. For properties found to have high sensitivity for paleontological resources, provide paleontological resource mitigation plans, construction monitoring, recovery of resources, preparation and identification of specimens, and reporting that meets County of Riverside review standards.

Consultants should be available on short notice (24 to 72 hours) to assess and respond to any accidental paleontological resource discoveries during ongoing construction, operations and maintenance work. This includes evaluating any discoveries in compliance with applicable laws and regulations.

Task E.4 **General Biological Resources Assessment, MSHCP Consistency Assessment, HANS, JPR, and DBESP**

Prepare a Biological Resources Assessment that addresses any potential biological issues and concerns for the project area including, but not limited to:

- Literature review and reconnaissance surveys to prepare habitat assessments for sensitive or listed plant and wildlife species.
- Biological resources impact analysis in accordance with CEQA in terms of regional planning, and city, state, and federal laws and guidelines to comply with all existing biological resource laws, regulations, and court precedent.
- Propose recommendations for avoidance and/or measures to minimize impacts.
- Applicable Habitat Conservation Plans consistency assessment, such as the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP), Coachella Valley MSHCP, and Tribal Habitat Conservation Plan.
- Prepare Joint Project Review (JPR), Determination of Biological Equivalent or Superior Preservation (DBESP), and Habitat Assessment and Negotiation Strategy (HANS), if necessary.

Task E.5 **Focused Surveys, Monitoring, Trapping, Holding/Handling or Relocating**

Perform focused surveys for sensitive or listed plant and wildlife species to comply with CEQA, MSHCP, FESA, and CESA. Staff must be familiar with accepted protocols for listed and/or sensitive species. Please also fill out Table E-2 to show the qualifications your firm or your subs for specific species shown in the table. If your firm has permitted biologists, please specify by staff name and permits held. Indicate your firm's permitted level of interaction with the species listed on Table E-2 (e.g., is your firm qualified to survey and have the required permits to also handle, hold, and relocate species such as SBKR, LAPM, burrowing owls, or the Santa Ana Sucker).

Task E.6 **Pre-construction Nesting Bird, Burrowing Owl, and Other Species Surveys, and Short Notice Biological Resources Discovery Response and Assessment**

Perform pre-construction surveys for nesting birds, burrowing owls, and other species to comply with CEQA, MSHCPs, FESA, CESA, Migratory Bird Act, and regulatory permits. Consultants should be available by short notice (24 to 72 hours) to respond and assess species sited near the District's construction, operations, and/or maintenance work and recommend avoidance measures.

Task E.7 **Jurisdictional Delineations, including Permit Preparation and Negotiation with Resource Agencies, and HMMP Report Preparation**

Prepare a Jurisdictional Area Delineation Report and Impact Analysis, including significant nexus evaluation, that addresses all potential issues related to "Waters of the U.S." and wetlands (Clean Water Act), "Waters of the State" and wetlands (Porter-Cologne Water Quality Control Act), and areas under the jurisdiction of the California Department of Fish and Game Code (Section 1600 et. seq.).

Prepare 401/404/1602 permit applications and provide support to District during discussions and negotiations with regulatory agencies during the permitting process.

Prepare a native Habitat Mitigation and Monitoring Plan (HMMP) in compliance with project permits.

Task E.8 **Invasive Vegetation Removal, Habitat Restoration and Enhancement, HMMP Implementation, Plant Pallet/Seed Mix, and Cuttings/Plantings for District Mitigation Projects and/or Facilities**

Perform field work such as invasive plant removal, trash removal, plantings including cuttings, hydroseed and container plants, irrigation placement and maintenance, monitoring and reporting to meet regulatory permit requirements and/or to implement an approved HMMP. Additionally, consultants should be able to provide plant pallet/seed mix for District projects and facilities. Please describe any regulatory permits (Sections 404, 401, 1602, aquatic pesticides) that your firm currently has that authorize invasive plant removal within jurisdictional areas.

Task E.9 Phase I and Phase 2 ESA, and/or Hazardous Material Presence/Absence Reports, Monitoring, and Short Notice Discovery Response and Assessment

Provide Hazardous Materials report to evaluate potential impacts related to environmental hazards and hazardous materials and determine the presence/absence of any hazardous materials in accordance with California Government Code Section 65962.5. Consultant should assess potential for discovering hazardous materials during construction, operation, and maintenance of District facilities, and should make recommendations on how to handle any potential hazardous waste.

Perform hazardous material monitoring during construction and maintenance of District facilities.

Consultant should be available by short notice (24 to 72 hours) to assess and respond to any accidental hazardous material discoveries during the District's ongoing construction, operations, and maintenance work. This would include monitoring and evaluating any hazardous materials discoveries in compliance with all applicable laws and regulations.

Task E.10 Air Quality and Greenhouse Gas Analysis with Project and Programmatic-level Technical Expertise, and Mitigation pursuant to the AQMD Standards and CEQA

Provide air quality and greenhouse gas (GHG) impact analyses for District construction and maintenance activities, and programmatic analysis for Master Drainage Plans. The air quality and GHG analysis should be prepared in accordance with the South Coast Air Quality Management District (SCAQMD) requirements and will support the District's CEQA analysis.

Task E.11 Noise and vibration studies and mitigation prepared pursuant to CEQA

Provide noise and vibration analysis for potential construction and maintenance impacts on nearby sensitive receptors to support the District's CEQA analysis.

Service Category F. WATERSHED PROTECTION PROGRAMS

Task F.1 NPDES Program Administration and Support

Firms proposing to provide support to the District in the development of NPDES compliance programs must demonstrate qualifications and experience in one or more of the following Tasks:

General NPDES Program Support

May include efforts such as, but not limited to: researching and providing expert guidance and recommendations regarding regulatory issues at the federal, state, and local level on Regional and General NPDES Permits and related policies, law and regulations; developing letters (or other professional correspondence) and/or providing expert testimony on the District's behalf; representing the District and/or Permittees at stakeholder/technical groups or meetings; developing Permit compliance documents; annual reporting; and developing associated tools to facilitate compliance strategies.

NPDES MS4 Permit Support

May include efforts such as, but not limited to: researching regulations, other compliance programs, and permits in support of permit renewal process and/or compliance program development; developing cost-effective strategies for addressing Permittee issues and/or permit compliance requirements; developing Reports of Waste Discharge and/or comments and alternative language to draft/redline permits; and providing expert testimony and draft comment letters to local, state and federal agencies regarding NPDES MS4 issues.

Program Assessment and Reporting

May include efforts such as, but not limited to: compiling/analyzing data for annual report submittals; providing compliance program audits and recommendations for improvement; and coordination and preparation of reports (including annual reports) and assessments required to demonstrate and document compliance with MS4 Permits.

Training/Outreach

May include efforts such as, but not limited to developing and implementing creative and effective methods for training/outreach on relevant issues such as Low Impact Development, MS4 Permit Implementation for Permittees, Pollution Prevention Practices and other Regional and statewide General NPDES Permits

Program Funding

Identify and facilitate additional methods for funding NPDES compliance programs such as, but not limited to identifying grant opportunities; developing applications and providing administration for grants; as well as other available funding mechanisms.

Task F.2 TMDL/Alternative TMDL/Basin Planning Support

Firms proposing to provide support to the District in the development of and compliance with TMDLs, Alternative TMDL projects, and in facilitating updates to the Basin Plan must demonstrate qualifications and experience in one or more of the following Tasks:

Basin Planning Support

May include efforts such as, but not limited to: Supporting Use Attainability Analyses, Site Specific Objectives and/or other Water Quality Control Plan amendments with literature review, regulatory alternatives assessment, monitoring, modeling, and Task force facilitation.

303(d) List Evaluation

Review of draft 303(d) lists for errors, gaps, and other issues that may facilitate appropriate listing/de-listing of water quality parameters; designing and implementing programs to gather relevant information and perform the analyses necessary to support de-listing of appropriate constituents; and preparing written comments and testimony

on existing or potential future 303(d) listings.

TMDL/Alternative TMDL Development Coordination

May include efforts such as, but not limited to providing expert guidance and technical support to MS4 Permittee stakeholders during the development of TMDLs; leading third-party TMDL efforts; and coordinating and facilitating responses to Regional Board CWC 13267 information requests.

TMDL/Alternative TMDL Compliance Support

May include efforts such as, but not limited to: developing TMDL Urban Source Evaluation Plans; identifying cost-effective methods (local, sub-regional and regional structural and source control solutions) for compliance with TMDL Waste Load Allocations; supporting MS4 Permittee negotiations with regulators and other responsible parties to design and fund cost effective compliance approaches; developing TMDL compliance assessment and verification approaches; and developing required TMDL reports.

Pollutant Fate and Transport Modeling and Analysis

May include efforts such as, but not limited to: developing advanced models and quantitative analyses for estimating pollutant loads from various sources including urban, natural and uncontrollable sources and evaluating compliance program effectiveness to address reasonable assurance analysis requirements; incorporating other study results into existing TMDL/Alternative TMDL models and analyses; providing expert evaluation of modeling and quantitative analysis efforts by other parties including the adequacy of such efforts to address stated goals.

Task E.3 Water Quality Monitoring and Assessment

Firms proposing to provide support to the District and/or the Permittees' monitoring programs must demonstrate qualifications and experience in one or more of the following Tasks:

Monitoring Program Design

May include efforts such as, but not limited to development of monitoring programs, procedures, training, and resources consistent with USEPA, SWAMP and Regional requirements; and preparation of special studies regarding stormwater science, monitoring, and/or compliance programs.

Monitoring Program Reporting and Assessment

May include efforts such as, but not limited to: preparation of annual monitoring reports in accordance with the MS4 Permits or other regional and statewide General NPDES Permits, preparation of summary reports for elected official, municipal leadership and general public audiences; conducting statistical and/or other compliance analyses of monitoring data and/or other data; producing professional exhibits and maps displaying tributary areas, analysis results, problem areas and other assessment data; creating and/or updating GIS data to perform geospatial modeling and analysis; performing, and reporting on QA/QC analysis of data; and formatting and uploading of water quality data to CEDEN or other databases as directed, such as the SMC Portal.

Water Quality Monitoring

May include efforts such as, but not limited to: performing field water quality monitoring/sampling activities and/or studies (e.g., receiving water and outfall monitoring); conducting desktop and field reconnaissance for potential sampling locations; performing illegal discharge identification monitoring; performing bioassessment¹ monitoring; conducting sediment bed sampling; conducting genetic marker water quality sampling, conducting Toxicity Identification Evaluations/Toxicity Reduction Evaluations; acquiring access and/or special permits; preparing and submitting sampling event status reports and field data sheets; preparing technical memorandums, providing expertise supportive of negotiations relevant to monitoring requirements; performing hydromodification monitoring using most up to date procedures and tools.

¹ Bioassessment activities include collection of freshwater benthic macroinvertebrates and requires a General Use Fish & Wildlife Scientific Collecting Permit.

*Bioassessment activities include collection of freshwater benthic macroinvertebrates and requires a General Use Fish & Wildlife Scientific Collecting Permit.

Task F.4 Laboratory Analysis

It is preferred that firms proposing to provide lab analysis services, in support of the District and/or Permittees' monitoring requirements, have:

- Appropriate Certifications (ELAP, NELAP and/or other EPA/RWQCB/MS4 Permit required certifications including bioassessment taxonomy certifications)
- Stormwater Monitoring Coalition (SMC) Lab Intercalibration participation or certification for chemistry and toxicity (as appropriate).
- Ability to produce SWAMP-compatible reports for CEDEN upload (paper and electronic)
- Additional technique specific certifications for innovative analysis methods (e.g., PCR, coliphage, etc.)

In addition, firms should demonstrate qualifications and experience in one or more of the types of analyses listed below. Specific analyses capabilities should be submitted with the qualification package. All sample handling, storage, and analysis will be in accordance with 40 CFR Part 136 (latest edition) "Guidelines Establishing Test Procedures for the Analysis of Pollutants", guidance developed by the State Water Resources Control Board (SWRCB) pursuant to Water Code Section 13383.5, or other methods more sensitive than those specified in 40 CFR 136. Analytical methods should comply with the Stormwater Ambient Monitoring Program (SWAMP)"MethodLookUp", list (http://ceden.org/CE DEN_Checker/Checker/DisplayCEDENLookUp.php?List=MethodLookUp) if appropriate. Analysis results and reporting should comply with the State Water Resources Control Board (SWRCB) Minimum Levels (MLs) and/or Stormwater Ambient Monitoring Program (SWAMP) Target Reporting Limits.

Chemical Analyses

The firm should have the ability to analyze an array of water quality constituents. The firm should confirm they can perform the types of suites listed below in Table F-2. For a complete list of individual constituents refer to Table 6-2: Master List of Analytical Constituents within the QAPP, Volume II of the Consolidated Monitoring Plan available online (<https://rcwatershed.org/programs/monitoring>). Additional information may be requested to consider On-Call List qualification. Test matrices include both water and sediment. Include Table F-2 within Section I of your Service Category Qualifications PDF (See RFQ Section VI.C for more info).

Toxicological Analyses

The firm should have the ability to conduct whole effluent acute and chronic toxicity (WET) testing utilizing an array of organisms including, but not limited to, *Raphidocelis subcapitata* (formerly named *Pseudokirchneriella subcapitata*, and *Selenastrum capricornutum*), *Hyalella Azteca*, *Pimephales promelas*, *Stronglocentrotus purpuratus* and *Ceriodaphnia dubia*. Test matrices should include both water and sediment, as appropriate. All tests must pass USEPA test acceptability criteria. Reports must include the statistical results and a written summary with an explanation of any QA issues regarding that data. For a complete list of individual constituents refer to Table 6-2: Master List of Analytical Constituents within the QAPP, Volume II of the Consolidated Monitoring Plan available online (<https://rcwatershed.org/programs/monitoring>). The firm should confirm which toxicological analysis they can perform and provide a description of any exceptions to these analyses or proposed equivalent alternatives, as appropriate. Include Table F-3 within Section I of your Service Category Qualifications PDF (see RFQ Section VI.C for more info).

Additionally, please provide information on the following analyses, if applicable:

Biological Analyses

The firm should have the ability to conduct biological analyses, including collection of macroinvertebrate samples, physical habitat characterization measurements, and collection of freshwater algae samples, however this is not required. Analysis of macroinvertebrate samples must include taxonomic composition. Analysis of algae samples

must include algal taxonomic composition (diatoms and soft algae), and algal biomass (ash-free dry mass and chlorophyll-a). Biological sample and measurements must be collected in accordance with the most current SWAMP Bioassessment SOPs (e.g., Reachwide Benthos (Multihabitat) Procedure, etc.). The firm should have the ability to use bioassessment samples, measurements, and water chemistry data for calculation of an Index of Biological Integrity (IBI) for macroinvertebrates as based on the most current calculation method. The firm should have the ability to calculate an IBI for algae for a given monitoring station where bioassessment monitoring was conducted, when a calculation method is developed. The firm should have the ability to conduct stream assessments using California's Rapid Assessment Methodology for riparian plant assessment. The firm should have capacity to store and archive identified organisms on behalf of the District for a period of not less than three years from the date that all QA steps are completed. The firm should provide a description of any exceptions to these analyses and any proposed equivalent alternatives, as appropriate. Include Table F-4 within Section 1 of your Service Category Qualifications PDF (see RFQ Section VI.C for more info).

Genetic Analyses

The firm should have the ability to conduct polymerase chain reaction (PCR), quantitative PCR (qPCR), and/or digital PCR (dPCR) analyses, including the most up to date approved EPA methods such as U.S. EPA Method 1696 for HF183, however, they are not required. Additional genetic analyses methodologies may also be considered, as well as coliphage analyses. Include Table F-5 within Section 1 of your Service Category Qualifications PDF (see RFQ Section VI.C for more info).

Task F.5 Water Conservation

Firms proposing to provide Water Conservation services should demonstrate knowledge and experience with groundwater recharge master planning, recharge facility design and assessment, and integrated regional water management planning activities with respect to integration of water recharge functions into existing and future flood control facilities.

Water Conservation Planning and Design Support

May include efforts such as, but not limited to: providing water conservation planning services for stormwater facilities such as open channels, basins, dams, and similar infrastructure; water conservation planning may include evaluation of stormwater capture, dry weather runoff capture, artificial recharge, or other water sources within existing or proposed District facilities; setting appropriate regional water conservation goals based on quantitative and qualitative evaluation of local groundwater basin master plans, salt, and nutrient management plans, urban water management plans or other appropriate planning studies or groundwater investigations; development of criteria to assist in establishing priorities for individual water conservation projects, including consideration of water resource needs, multipurpose opportunities, water rights considerations, and other opportunities/constraints that should be assessed when considering water conservation projects; preparation of planning reports, plans, and specifications, and cost estimates for various water conservation projects; and applying for and managing water conservation grants.

Hydrologic and Hydrogeologic Investigations

May include efforts such as, but not limited to conducting hydrologic and hydrogeologic investigations of potential recharge sites. These would include field investigations and hydraulic and geotechnical analyses necessary to characterize recharge potential of existing and future project sites; evaluating the potential for groundwater mounding and its potential impacts on recharge volumes; assessing ambient groundwater quality and potential recharge source water quality to determine potential constraints and opportunities for recharge; performing cone penetration tests, soil borings (including soil sampling), infiltrometer testing, and long term pilot-percolation tests using ASTM or other appropriate standards for such work.

Task F.6 Emergency Post-Fire Sediment Monitoring

When wildfires impact the drainage areas served by District facilities (i.e., District owned and operated basins, channels, supporting infrastructure, and rights-of-way etc.) the facilities may receive abnormally high sediment loads during subsequent storm events that can impact the facilities' primary functions. To mitigate these impacts, the District implements maintenance to remove sediment and to restore capacity and function. The material from sediment removal activities needs to be transferred to a receiving facility, such as sanitary landfills, publicly owned

properties, and private properties. Firms proposing to provide support to the District and/or the Permittees' emergency sediment monitoring program must demonstrate qualifications and experience in the following Tasks:

Monitoring Support, Design, and Coordination

Prepare and develop post-fire sediment monitoring programs; sampling design, analysis lists, and waste/sediment characterization plans; performing sediment quality monitoring, sampling event coordination, prepare sediment samples and expedited transport to certified contracted laboratory for sediment quality analysis; conduct desktop and field reconnaissance for project sampling locations; perform on-site air quality monitoring; if requested; procure access permits and/or other related special permits. Firms shall have an understanding of sediment collection procedures and processing consistent with USEPA, State, Local and private industry guidance or requirements, as well as understand requirements pursuant to Waste Acceptance Plans required by waste receiving facilities. Firms should be available on short notice (within 24 hours) to assess and respond to emergency soils monitoring work in support of District emergency maintenance activities.

Sediment Monitoring Analysis

The firm should confirm they can perform expedited services for the appropriate the types of soil analysis (e.g., CCR Title 22 Total Threshold Concentrations (TTLC) and Soluble Threshold Limit Concentration (STLC) values, EPA Toxicity Characteristic Leaching Procedure (TCLP) values, pH and Specific Conductance, and Regional Screening Levels (RSLs)) or other appropriate analysis as requested by waste acceptance facility.

Application Support, Assessment, and Reporting

The firm should have the ability to produce professional documentation, exhibits, GIS data, and maps; compile analytical data to District standards and specifications such as sampling event status reports and field data sheets; prepare technical monitoring memorandums in accordance with any private, local or State and/or waste acceptance requirements; prepare waste generator profile application and other acceptance facility documentation; provide expertise in support of negotiations relevant to monitoring requirements; assist with sediment waste disposal pricing and negotiations; advise the District on sediment contamination management and alternative disposal methods; conduct statistical and/or other computational post-fire data analyses supplemental to monitoring data; and provide quality control/quality assurance of analytical results. At the request of the District, firms may provide presentations and/or trainings related to post-fire monitoring topics and prepare of post-fire special studies regarding impacts to MS4 facilities or the environment, and may prepare post-fire technical reports to support MS4 reporting.

Fill in the following table according to the instructions in RFQ Section VI.C. Include this table in Section 3 of your Service Category Qualifications PDF. This will not count against the pagination limit.

Service Category G. DEVELOPMENT PLAN CHECK

Task G.1 Full-Service Plan Checking

Overview

The District provides comprehensive plan check services for a variety of land development projects (e.g., subdivisions, plot plans, use permits, etc.). Additionally, other projects that are not associated with a specific land development proposal (e.g., outside agency capital improvement/public works projects or major encroachment permits) may also be reviewed.

Typically, the following plans, calculations, and documents shall be reviewed for compliance with the land use authority's recommended Conditions of Approval and/or District engineering and maintenance standards and other applicable requirements:

- Drainage improvement plans including storm drain, detention basin, levee, and channel plans;
- Hydrologic and hydraulic calculations;
- Structural calculations;
- Street improvement plans (drainage related);
- Grading plans (rough and precise);
- Water-sewer plans (conflict with drainage plans only);
- Final subdivision maps and environmental constraint sheets;
- Adequacy of right of way and/or easement requirements;
- Covenants, conditions, and restrictions (CC&R's);
- Bonding estimates (drainage improvements);
- CEQA documents, regulatory/resource agency permits, MSHCP compliance documents;
- Encroachment permits (EP);
- Geotechnical reports;
- Storm Water Pollution Prevention Plans (SWPPP);
- Technical specifications (drainage improvements);
- FEMA Conditional Letter of Map Revision (CLOMR/LOMR) documents.

Review Process

Generally, the land use authority's Conditions of Approval serve as the initial scope of work for review of a developer's improvement plans/project. District Plan Check staff will discuss each project in detail with the Consultant and define project specific scope of work, including any special requirements, prior to authorizing any work. Consultant shall propose a budget for each assignment prior to commencing the plan review.

Overall Procedure and Deliverables

- 1) Consultant shall write corrections directly on the submitted plans, reports, and related documents and prepare a summary checklist of review comments. This will include calling out any conflicts, mistakes, inaccuracies, and/or omissions shown on the plans. Provide substantive comments identifying any portion of the project that, in the opinion of Consultant, does not meet or satisfy the applicable hydrology/hydraulics, structural design, environmental/regulatory, or operation and maintenance

requirements.

- 2) It is critically important that the first plan review is comprehensive and that the Consultant provides as much feedback as possible to the applicant and the applicant's engineer. Specific plan check comments shall be annotated in red on the plans, reports, or related documents. In addition, a concise and descriptive plan check comment letter summarizing the most substantive comments on the plans and any additional comments not indicated on the plans shall be prepared. All correspondence shall be prepared on Consultant's letterhead stationery, stamped, and signed by the Consultant, and countersigned by District staff prior to sending out plan check letter. A copy of the comment letter and check prints shall be neatly packaged and made ready for pick up by the applicant's engineer. Consultant shall promptly notify the applicant's engineer to pick up the redlines.
- 3) For projects in unincorporated County area, the Consultant shall also review storm drain plans and drainage reports with an eye toward meeting Riverside County Transportation Department drainage related design standards using a checklist.
- 4) All plans and correspondence shall be neatly organized and submitted to the District staff for filing.
- 5) Upon receipt of 60% plan submittal, the 3rd submittal (typical), coordinate scheduling of a District "all hands" meeting to introduce and discuss the project with pertinent District staff.
- 6) Approval letters for all plans, hydrologic and hydraulic studies, environmental documents, regulatory permits, and any other reports shall be clear, concise, and shall specifically identify each submitted document by date.
- 7) After the check prints have been reviewed and approved (QA/QC) by the Chief of Planning, advise applicant's engineer to proceed with the printing of the final mylar plan set.
- 8) Initial each mylar sheet of the final drawings prior to recommending for signature.
- 9) Ensure all final approved documents are labeled as such and provided to the District prior to issuing final plan check approval.
- 10) Update case status in the District's improvement plan tracking system (DLMT).

Time

Time is of the essence. Completed plan review comments shall be returned to the applicant/engineer within twenty-one (21) calendar days of authorization to proceed. Consultant must allow sufficient time to review all plan check comments with District staff prior to providing comments to the applicant/engineer.

Review of Improvement Plans

The following are key elements of the plan check process and services required:

- 1) Examine the overall concept prior to checking the details. Any fatal flaws must be identified as early as possible. Conduct a thorough investigation of the proposed facility and its relationship to other facilities, waterbodies, adjacent projects, and real property.

- 2) Review hydrology and hydraulic reports to ensure the proposed facility has adequate capacity to convey the design peak discharge (interim or ultimate condition, whichever is greater).
- 3) Determine whether the proposed improvement's drainage facilities are to be operated and maintained by the District, or whether they are facilities to be "maintained by others." If the subject improvements are:
 - a) *District Maintained Facilities*: The Improvement Plans shall be checked for meeting District's drafting, design, and operation and maintenance standards. Consultant should further check for appropriate right of way, egress, and ingress routes and consult with District staff for specifics, as necessary. Plans shall be reviewed not only for constructability but also for practicality of maintenance.
 - b) *Facilities Maintained by Others*: The Improvement Plans shall be checked in accordance with the Memorandum of Understanding between the District and the Riverside County Transportation Department, dated March 2020, and any amendments or addendum thereto. The maintaining agency shall be consulted and kept informed of progress, constraints, and unique situations.
- 4) Improvement plan reviews shall include, but may not be limited to, all of the following Tasks:
 - a) Checking the design for conformance with:
 - 1) Approved Tentative Map, Specific Plans, and Site Plans;
 - 2) Applicable conditions of approval;
 - 3) Other agencies' recommendations (e.g., Riverside County Transportation Department, Caltrans, etc.);
 - 4) District Master Drainage Plans or other proposed drainage plans;
 - 5) District Drafting Standards; and
 - 6) Standard and General Construction Notes.
 - b) Checking for good engineering practice and verifying that the proposed design will function properly with emphasis on:
 - 1) Structural integrity of facility;
 - 2) Hydraulic capacity;
 - 3) Facility alignment;
 - 4) Inlet and outlet conditions;
 - 5) Appropriate construction notes and general notes;
 - 6) Constructability;
 - 7) Access for maintenance and ease of maintenance including rehabilitation/restoration;
 - 8) All pertinent information including right of way/easement limits shown on plans;
 - 9) Proximity to other utility lines; and
 - 10) Other items that may be unique to the project.
 - c) Checking the associated street improvement plans, grading plans, sewer, and water plans to ensure no conflict with drainage facility.

Review of Environmental Documents and Regulatory Permits

The following guidelines provide the minimum standards of practice that must be met in reviewing

environmental documents submitted in conjunction with the review of improvement plans for facilities that are to be owned, operated, and maintained by the District, not only for construction, but also for subsequent operation and maintenance. Ensure that any compensatory mitigation proposed with the project would not in any way encumber or otherwise prohibit the District from carrying out its operation and maintenance responsibilities in any manner.

- 1) *California Environmental Quality Act (CEQA)*: Ensure that the Project Description of any applicable CEQA document(s) accurately describes and specifically discusses the construction, operation, and maintenance of any facilities that the District is to accept for ownership, including any offsite facilities.
- 2) *Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP)*: Review MSHCP compliance documentation of the proposed construction of all onsite and offsite drainage facilities with Section 3.2.1. (Criteria Area and Public/Quasi Public Lands); Section 6.1.2. (Riparian/Riverine Areas and Vernal Pools); Section 6.1.3. (Narrow Endemic Plant Species); Section 6.1.4. (Urban/Wildlife Interface Guidelines); Section 6.3.2. (Additional Surveys); Section 7.5.3. (Construction Guidelines); and Appendix "C" (Standard Best Management Practices) of the MSHCP. Ensure that the MSHCP compliance documents adequately address future District maintenance activities.
- 3) *Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP)*: Review CVMSHCP compliance documentation of the proposed construction of all onsite and offsite drainage facilities and ensure compliance documents adequately address future District maintenance activities, pursuant to Section 13.5 of the "Implementing Agreement" between the District and Coachella Valley Association of Governments. Requirements include: (1) Compliance with relevant processes and measures to ensure application of the Conservation Area requirements set forth in Section 4 of the CVMSHCP; (2) Compliance with the applicable Land Use Adjacency Guidelines as set forth in Section 4.5 of the CVMSHCP; (3) Compliance with the Avoidance, Minimization and Mitigation Measures in Section 4.4 of the CVMSHCP; (4) Ensure implementation consistent with the Species Conservation Goals and Objectives in Section 9 of the CVMSHCP; (5) Permanently protect and manage Mitigation Land within the reserve system legally owned and/or controlled by the entity unless conveyed to the Coachella Valley Conservation Commission; and (6) Participate in the Joint Project Review Process for projects within the Conservation Areas as described in Section 6.6.1.1 of the Plan, if applicable.
- 4) *Regulatory Permits*: Review draft regulatory permits and applications authorizing the construction, operation and future maintenance of the proposed flood control facilities, including U.S. Army Corps of Engineers Section 404 permits, Regional Water Quality Control Board Section 401 Water Quality Certifications, California Department of Fish and Game Section 1602 Streambed Alteration Agreements and Regional Water Quality Control Board Porter-Cologne program Waste Discharge Requirements. Ensure that the draft regulatory permits include/address all necessary future District maintenance activities.

Review of Encroachment Permits

Consultant shall review the encroachment permit in accordance with the scope of work defined by the Planning Division including, but not limited to, the requirements covered above.

Service Category H. PUBLIC EDUCATION, MARKETING, AND COMMUNICATION SERVICES

Background

The three (3) MS4 Permits in Riverside County are administered by the Santa Ana, San Diego, and Colorado River Regional Water Quality Control Boards, and require the Permittees to develop and implement a surface water quality protection and management program and report annually on progress and program effectiveness. The *Permittees' education and outreach campaign must educate targeted public and business audiences, engage, and retain audience participation in practices that will be protective of surface waters and enable the Permittees to comply with regulatory mandates.

Service Expectations

The District is seeking experienced and qualified respondents to provide the following type of services. Respondents must bid on at least one service. The District is looking for innovative, cost-effective ways to address NPDES MS4 Permit public education, marketing, and outreach requirements. Proposals should address budgetary constraints by utilizing existing program strengths and developing creative campaigns to increase program effectiveness.

Goals

The primary goals are to ensure the program complies with the public education and outreach elements of the Santa Ana, San Diego, and Colorado River MS4 permits and engage target audiences in specific activities and behaviors that create awareness of Riverside County's creeks, streams, and rivers.

Minimum Qualifications/Requirements: The following are the minimum qualifications for a respondent to be considered as an eligible candidate to submit a response for the requested services described in this RFP.

Respondent must:

- Have the ability to do business in Riverside County, California, and conducted business in California for a minimum of three (3) years.
- Have an understanding of the potential adverse ecological impacts of storm and dry weather runoff from urban areas on streams, creeks, rivers, and lakes including the programs for mitigating these impacts.
- Have the expertise to strategically plan and effectively deliver environmentally-geographically themed messages on behalf of public agencies to a wide range of audiences.
- Have demonstrated ability to implement a long-term regional public and business education outreach campaign comprising high-potential, cost-effective messaging and engagement tactics.
- Have the capability to evaluate public and business education campaign effectiveness.
- Have a proven ability to work in a multi-jurisdictional local government setting to achieve consensus support for campaign strategies and tactics at staff, senior management, and elected official levels.

Task H.1 Message Development & Communication

Creation of effective water pollution themed educational materials and messaging specifically designed for the general public and targeted businesses and which cover a broad range of pollution-prevention messaging media such as: text, brochures, posters, billboards, tear sheets, tip cards, and/or other print media; developing or maintaining existing electronic media, PowerPoint presentations, e-mail sign up program or regular e-newsletter. May include specialized documents such as annual reports, compliance reports, budget summaries, project reports, or presentations.

Incorporation of brand name and development of a common theme/look with all of the outreach materials; development of activity or pollutant focused articles/features for posting on municipal websites, social media, local newspapers, or newsletters.

The capability to evaluate public and business education campaign effectiveness and provide written reports that fulfill municipal reporting requirements. Provide both English/Spanish versions of specified materials.

Task H.2 Social Media

Expertise in creating a social media marketing plan and effectively delivering short and long-term action campaigns that are grounded in Community Based Social Marketing (CBSM) principles.

The ability to grow an increasing social audience and follower base through Targeted Campaigns: hash tag campaigns, strong use of keywords, sharing/retweeting relevant news, "liking" posts, staying updated within the industry, and contributing unique content to broaden reach.

Preparation of social content calendar to meet target goals. Purchase of advertising including web banners, social media ads, radio and newspapers and out-of-home advertising, (movie theaters, gas pump top screens, etc.)

The ability to evaluate campaign effectiveness and provide written reports that include dashboard formats and fulfill municipal reporting requirements. Utilize social media analytics to gather and analyze data to evaluate campaign effectiveness. May include English/Spanish versions of specified campaign materials.

Task H.3 School Presentations

Development and delivery of school education program materials for incorporation into or to support existing school-based efforts. May include efforts such as, but not limited to developing and conducting presentations on stormwater pollution and pollution prevention practices to the public, developing and distributing curriculum guides for teachers and organizations, and attending school or City-sponsored clean ups.

Task H.4 Business Education

May include efforts such as, but not limited to, contacting, and maintaining partnerships with various mobile services, home improvement stores, commercial, and/or industrial facilities throughout the County to conduct various point of purchase marketing, training, and outreach activities. Develop materials associated with best management practices for specified businesses.

Task H.5 Strategic Planning

Develop a multi-year strategic plan that may include, but is not limited to establishing overall goals, objectives, strategies, and specific tactics and related measurable objectives for high priority urban runoff pollution issues. Provide a strategic assessment of all key program areas, including a thorough review of existing materials and program elements

Conduct public opinion surveys/polls to gauge awareness.

Conduct a strategic planning meeting with staff, program partners, and members of the public. Document process, provide materials, take meeting notes, and provide written updates.

Task H.6 Website Development & Maintenance

May include efforts such as, but not limited to developing and maintaining a District Public Education "rcwatershed.org" website and/or maintenance of site map and navigation, content, images, and updates, e-subscriber database, and tracking and analysis of monthly site traffic. Staff training on use of software program, templates, and website updates.

Task H.7 Public Outreach Events

May include efforts such as, but not limited to coordinating, staffing and managing booths at multiple and/or single day events hosted by third parties throughout the County to distribute pertinent key messages, developed materials, take photos, social media posts, and implement targeted media campaign objectives.

Service Category I. Photogrammetry - Aerial Flights

Task I.1 Aerial Image Acquisition (Digital)

Firms responding to this Task must demonstrate knowledge and experience providing color digital imagery with 60% forward lap and 30% side lap. All aspects of the aerial flight and acquisition of aerial photography to follow industry best practice. Airborne GPS will be required on most projects. Raw airborne GPS data must be made available upon request. Requirements for this task will include:

- Provide the exterior orientation elements: X, Y, Z, T, Omega, Phi, and kappa.
- Provide the pilot's log sheet.
- Provide a detailed diagram of the separation between the GPS antenna and the camera.
- Unless expressly approved, the flight window is from 10:30 AM to 2:30 PM and will be flown Monday through Thursday.
- Provide the imagery in 8 and 12 bit format and compress using a Q-factor of 5.

Consultants shall identify the sensor(s) to be used and the aircraft(s) that will carry them. The qualifications of those who will collect and process the data shall be provided.

Task I.2 Aerial Image Acquisition (Film)

Firms responding to this Task must demonstrate knowledge and experience providing color film imagery with 60% forward lap and 30% side lap. All aspects of the aerial flight and acquisition of aerial photography to follow industry best practice. Airborne GPS will be required on most projects. Raw airborne GPS data must be made available upon request. Requirements for this task will include:

- Provide the exterior orientation elements: X, Y, Z, T, Omega, Phi, and kappa.
- Provide the pilot's log sheet.
- Provide a detailed diagram of the separation between the GPS antenna and the camera.
- Unless expressly approved, the flight window is from 10:30 AM to 2:30 PM and will be flown Monday through Thursday.
- Provide the imagery in 8 and 12 bit format and compress using a Q-factor of 5.
- When labeling the images, the job name, photo scale, date, and exposure number should be shown on the first exposure only. All subsequent exposures should have date and exposure number only. Date in upper left corner and Photo No. in upper right corner. Number photos as indicated on provided flight plans. Use aerial font size 14.

Task I.3 LiDAR Data Acquisition

Firms responding to this Task must demonstrate knowledge and experience collecting LiDAR data and providing bare-Earth deliverables. All aspects of the LiDAR data acquisition to follow industry best practice. Requirements for this task will include:

- All LiDAR deliverables will be bare earth unless specifically requested otherwise.
- Data acquisition must be coordinated with Riverside County Flood Control survey crews to enable simultaneous ground GPS observations from at least two stations.
- Vertical accuracy check(s) must be provided with 95% of check points exceeding 0.6' and 90% of check points exceeding 0.5' accuracy.
- Deliverables will be created in butt-matched tiles with LiDAR data sampled down to a spacing to be specified later.

Consultants shall identify the sensor(s) to be used and the aircraft(s) that will carry them. The qualifications of those who will collect and process the data shall be provided.

Service Category J. Real Estate Services
Task J-1 Appraisal Services

Table J-1
SERVICE CATEGORY CHECKLIST
APPRAISAL SERVICES

TASK	
1	Mail notification letter to property owner requesting permission
2	Appraiser will review title information pertaining to ownership
3	Appraiser inspect each property personally
4	Appraiser will inventory all improvements affected by project
5	Appraiser will perform market research to support
6	Appraiser will provide comparable sales information
7	Narrative appraisal report conforms to Uniform Standards of Professional Appraisal Practice (USPAP)
8	Eminent Domain testimony services
9	Cost Estimates

1 Mail Notice

Appraiser will mail a notification letter to property owner requesting permission to conduct an on-site inspection of the property, advising them of their right to accompany the appraiser at the time of the inspection and requesting information regarding the appraised property which could influence the appraised value.

2 Title Review

Appraiser will review title information pertaining to the respective ownerships and will review all pertinent information relative to the parcel.

3 Property Inspection

Appraiser will inspect each property personally with the owner (if possible) and document the inspection with photographs for use in the report.

4 Improvements

Appraiser will inventory all improvements affected by the proposed taking including notes on their manner of disposition (i.e., pay-for and remove vs. move back

5 Market Research

Appraiser will perform market research to support the selected appraisal methodology and will document and confirm comparable sales information.

6 Comparable Sales

Appraiser is responsible for determining which comparables are the best and most appropriate for the project. Comparable sales should have similar physical and legal characteristics when compared to the subject property. This does not mean that the comparables must be identical to the subject property, but it should be competitive and appeal to the same market clientele that would also consider purchasing the subject property. Comparables that are significantly different from the subject property may be acceptable; however, the appraiser must describe the differences, consider these factors in the market value, and provide an explanation justifying the use of the comparables.

7 Narrative Appraisal Report

Appraiser will prepare a narrative appraisal report that conforms to the Uniform Standard of Professional Appraisal Practice (USPAP). The appraisal study and report are intended to serve as an acquisition appraisal and will be prepared in a summary format consistent with the specifications for narrative appraisal reports, including but not limited to parcel data, analysis of highest and best use, valuation, appraiser qualifications, available hazardous material usage/waste data, exhibits of location, site maps, and other pertinent exhibits.

8 Eminent Domain

Appraiser shall be aware of eminent domain laws and valuation approaches used in eminent domain litigation and be comfortable as an expert witness.

9 Costs Estimates

Appraiser will provide an estimate of probable costs for right of way acquisitions and service costs necessary to complete the project of the specified subject area.

Task J-2. Relocation Services

**Table J-2
SERVICE CATEGORY
CHECKLIST
RELOCATION SERVICES**

TASK	
1	Interview occupants
2	Research
3	Compile statistics
4	Relocation Plan
5	Relocation Implementation

1 Interview Occupants

Interview all potentially affected occupants to determine relocation needs. The interview queries business needs, special licensing, permits or zoning needs, information on trade areas, special moving requirements, etc. The interview also queries household information such as: the number, age and gender of all occupants, income of the household, distance to employment and utilized neighborhood services, special needs of the household, etc.

2 Research

Research the marketplace for available replacement locations and/or establish rent schedules for compiling project costs.

3 Compile Statistics

Compile statistics on available housing and business replacement sites and calculate potential project costs.

4 Relocation Plan

Create and present draft relocation plan to client. Distribute plan to project participants, make it available for public inspection, and make any needed revisions brought up during the public inspection period. Participate in adoption presentation meeting.

5 Relocation Implementation

Secure the basic case information and set up case file, maintain the necessary case documentation and contact diary throughout the course of our involvement with the claimant. Conduct an initial in-depth field interview with claimant, document rent, income, family size, names/ages of occupants, determine relocation needs, preferences, and special requirements, and provide general information notices and brochure.

Explain relocation process, rights, and benefits available. If needed, provide ongoing advisory assistance to minimize hardships on claimants, including referrals to and coordination with community service resources, public housing, and other public services. Also, if needed, document rent with rental agreement, receipts, or economic rent. Document/verify income using pay stubs, budget worksheets, tax returns, certification, and/or cash affidavit. Use rent method if income cannot be verified. Assist with the reconciliation of fixtures and equipment among owner and tenant. Create rent schedule for project as appropriate and if authorized by client, search, and document comparable for each claimant, provide initial referrals and three sets of additional housing referrals every 4-6 weeks as necessary. Search for available non-residential sites until Consultant recommends at least one appropriate site or determines that no such site exists. Provide with any referral an evaluation form which requests feedback as the suitability of the site referral and attempt to secure response from claimant. Prepare letter of eligibility based on most appropriate comparable or rent schedule and seek authorization of client. Deliver letter of eligibility to claimant, discuss findings, and impacts to occupants' particular needs. Amend the letter of eligibility again if the economics of the comparable's availability changes over the course of our assignment. Prepare and deliver 90-day notice to vacate no later than 12 weeks after general information notices have been delivered. If needed, arrange for transportation to view replacement sites, assist claimants with their selection of a replacement site, with lease offers, with review of rental agreements, and with move bids or fixed moving payment. Inspect selected site to ensure it meets decent, safe, and sanitary requirements. Monitor the replacement site escrow and explain the relocation process to agent and escrow officer as necessary. Review and discuss claimants' moving plans, build out specification and personal property inventory and coordinate eligibility limitations in advance of physical move. Verify vacation of displacement site and secure a certificate of abandonment. Determine eligibility for proposed amount of relocation benefits, including actual and reasonable moving payments, rental or purchase differential payments, re-establishment payments, and fixed payments as applicable. For residential moves, secure and process an advance claim to assist with the move, and a second final claim incorporating the moving costs and rental/purchase differential payment once family has moved to selected displacement site. For non-residential moves, secure and process moving assistance, re-establishment, in lieu, or settlement claims ensuring that no item was duplicated in the acquisition process. Each claim will be signed by the claimant supported by appropriate back-up (written bids, schedules, receipts, etc.) and will be reviewed by Consultant for recommendation before submitting to client for approval. Each claim check will be delivered to claimant in person (as feasible) and a receipt of payment will be secured.

Task J-3. Title Services

**Table J-3
SERVICE CATEGORY
CHECKLIST
TITLE SERVICES**

TASK	
1	Preliminary Title Reports
2	Policies of Title Insurance
3	Escrow Services
4	Other Services

1 Preliminary Title Reports

Furnish preliminary title reports, litigation guarantees and title reports to District within fifteen (15) working days upon receipt of written request for such report(s). Reports to be submitted in an electronic form and shall include, but not be limited to, the following items:

- The names and addresses as disclosed of record of all persons or parties owning or claiming, or who may own or claim an interest in such parcel, and the nature of such interest and from whom deeds or releases should be obtained or who should be named as party defendants in an eminent domain action. This would only apply to litigation guarantees.
- A copy of the instrument(s) whereby the vestee acquired title.
- Such tax information as the County Assessor's Parcel reference, code area, the amount of taxes and a statement of any special assessments.
- The vesting documents and Schedule B documents (easements, assessments, encumbrances, and rights-of-way) will be sent with the title reports.
- A portion or portions of a street, alley or highway abutting a parcel will be included up to three (3) contiguous parcels, as part of the land covered in the report, provided the title thereto vests in the same ownership as the adjoining parcel.
- Provide District an invoice with each item as it is delivered to District. Provide supplemental reports showing matters, if any, appearing of record subsequent to the date of the prior report.

2 Policies of Title Insurance

Furnish California Land Title Association (C.L.T.A.) Standard Coverage Policies of Title Insurance covering the estate or interest created through the acquisition of real property by District or American Land Title Association (A.L.T.A.) policies. Policies will be delivered to District within ten (10) days of recordation of documents conveying real property to District. Notice of such recordation shall be in the form of a Closing Escrow Statement showing the recording information of documents or final order of condemnation. Provide one (1) original title insurance policy. Policies will be taken subject to such matters of record as they may remain a lien or charge against the land at the close of escrow and be approved in writing by District.

3 Escrow Services

Upon receipt of District's request to open escrow, instructions will be typed and returned to District within three (3) working days. Provide standard practice escrow services which include but not limited to the following:

- Payment of all demands of any claimants, lien holders or beneficiaries under a deed of trust deposited into escrow. Determine the proper trustee to issue a full or partial reconveyance and to prepare a substitution of trustee where necessary.
- Prorate or adjust those items as directed by District. Real estate taxes will be paid in full when a lien is due. Any proration will be established by the Assessor/Tax Collector and distributed appropriately.
- Disburse funds held in escrow pursuant to assignment of funds as directed by District.
- Bill District for all reconveyance fees, trustee fees, forwarding fees, beneficiary statements, etc., presented in connection with the reconveyance of any deed of trust eliminated through escrow, unless otherwise directed by the District. (Excluded are any prepayment penalties)
- If adverse title matters are apparent since date of issuance of latest report, notify District that closing is not possible and upon request of District a supplemental report or guarantee will be issued setting forth such adverse matters.
- Notify creditors of grantor's present address where there is a partial taking by District.
- Furnish a breakdown of rental prorations.

- Prepare and draw all instruments necessary to consummate the transaction except grant deeds and/or easement deeds which will be drawn and deposited in escrow by District.
- Proceed with closing upon receipt of necessary funds, proper documents and final instructions approving title exceptions to be shown on the Policy of Title Insurance.
- Report status of each open escrow account.
- Estimated Escrow Closing Statements to be presented to District indicating a readiness to record. Statements will include any credits due. Statement should be issued allowing District four (4) weeks to process payments for escrows.

4 Other Services

Provide District with "Ownership" information on District's first one hundred (100) requests each calendar month. This information shall include parties in whom record title vests and may include a legal description of the property as it appears on record.

Furnish copies of any recorded document mentioned in reports as requested by District at no charge. Agree that the term "parcel" as used herein is defined as any of the following, with ownership within the same block of any town, city, or subdivision:

- Any three (3) contiguous areas of land or lots vested in the same ownership.
- The portion of any street or alley adjoining any parcel as above defined which portion of street or alley does not pass by operation of law in a conveyance of said adjoining parcel; therefore, title thereto would vest in other than the owner of the adjoining parcel and construed as a separate parcel.

Task J-4. Attorney Services

**Table J-4
SERVICE CATEGORY
CHECKLIST
ATTORNEY SERVICES**

TASK	
1	Legal Counsel
2	Eminent Domain Action

1 Legal Counsel

Attorney to provide legal services related to land transactions including resolving title issues and approving as to form land transaction documents related to District projects. Attorney shall appear and serve as the District's legal counsel and perform the work assigned with assistance being provided from the attached attorney's list. Attorney shall furnish all equipment, facilities, materials and labor necessary to perform in a complete, skillful and professional manner, and shall maintain all licenses required by the laws of the State of California at all times while performing services as an independent contractor for the District.

2 Eminent Domain

Attorney shall appear and serve as the District's legal counsel in said eminent domain proceedings. Attorney

shall provide District with timely notification of all scheduled depositions, hearings, mediations, arbitrations, trials, etc. Attorney shall provide District with one copy of Attorneys' files and/or records for each property owner. Such files and records shall be and remain the sole property of the District. Attorney shall not settle any matter or make a settlement off any amount or make any representation as to settlement possibilities without prior authorization of District.

Service Category K. CIP Implementation

Task K.1 CIP Project Management

Firms responding to this Task must demonstrate qualifications and experience serving in a lead role for oversight and management of the full 'A to Z' delivery of Flood Control projects such as, open channels, underground storm drains, earthen embankment dams, debris basins, detention basins, culverts, levees, etc. This task is focused on firms qualified and willing to provide ***oversight and management*** of the overall project through the preliminary and final design phases, including accountability for identification, coordination and integration of all elements such as scoping, budgeting, schedule management, stakeholder identification and coordination, engineering, regulatory clearances, rights of way, etc., as necessary for the full and timely delivery of 'shovel ready' projects.

This specific task is for project management and oversight only. Performance of the individual elements of a project, such as the Engineering/Design, CEQA, Regulatory Permitting, etc., are not included in Task B.1, but may be undertaken by your firm and/or other consultants pursuant to another pre-qualified task or category as identified in this RFQ. In many cases, a firm will be selected to provide services across both Tasks B.1 and B.2. To expand upon the District's ability to deliver projects on a timely basis, in some cases a firm pre-qualified for Task B.1 may be asked to provide CIP Project Management services where some or all of the elements of work are being undertaken by other Consultants.

Task K.2 Design of Flood Control Facilities (Full PS&E)

Firms responding to this Task must demonstrate qualifications and experience providing the full 'A to Z' design of Flood Control projects such as, but not limited to, open channels, underground storm drains, earthen embankment dams, debris basins, detention basins, culverts, levees, etc. Firms pre-qualified under this task must be licensed in California and capable of providing the full suite of design services necessary for the design of flood control facilities, including ALL of the services described in sub-tasks A through F in Table B-1, and as described below.

All designs must utilize District approved software and be incorporated into plan, profile, and detail sheets meeting the District's drafting requirements, and be stamped and signed by a Civil Engineer licensed in California. Firms pre-qualified for Task B.2 may or may not be also selected to provide overall project management services if the firm is also pre-qualified in Task B.1.

Sub-Task A) Hydrology and Hydraulic design of Flood Control Facilities.

This sub-task is required to be performed directly by your firm (not a sub-consultant), and includes the full design and plan sheet preparation for the hydraulic systems necessary to meet defined project objectives. These systems may include but are not limited to channels, storm drains, levees, basins, dams, catch basins, connector pipes, inlet/outlet structures and other appurtenant elements.

Sub-Task B) Geotechnical Engineering

This sub-task may be performed directly by your firm or a sub-consultant, and includes any necessary geotechnical engineering analyses that are necessary for the project, such as but not limited to slope retention or stabilization, embankment design, structure foundation design, seismic evaluations and design, etc. It is anticipated that often the field exploration we be done by a sub-contractor, but if the engineering evaluations and designs are performed in-house, select 'Conduct' for this sub-task on your submitted Table B-1. Otherwise select 'Sub-Consult' if you will rely fully on a sub-consultant for these services.

Sub-Task C) Structural Engineering

This sub-task may be performed directly by your firm or a sub-consultant and includes structural design of any non-standard designs that are necessary for the project. Most commonly these are reinforced concrete structures, such as Reinforced Concrete Boxes, Rectangular Channels, Retaining Walls, Junction Structures, and Inlet/Outlet structures and bridges.

Sub-Task D) Utility Relocation Design

This sub-task may be performed directly by your firm or a sub-consultant. District projects can conflict with other utilities that exist within the built environment, requiring their relocation. The District will discuss with the Utility owner, responsibilities with respect to the design and relocation of these utilities. In many cases the utility owner will perform the designs themselves, but in some cases, most commonly with water and sewer utilities, the District will design relocations. Firms responding to Task B.2 must be able to provide design services for relocation of water and sewer utilities of various sizes from service laterals to main trunk line systems.

Sub-Task E) Street Improvements and Traffic Control Design

This sub-task may be performed directly by your firm or a sub-consultant, and includes evaluating the impacts that construction operations will have upon existing roads, and designing road restoration / paving sheets, new street improvements, etc. This task also includes evaluating impacts of the project on traffic patterns and developing traffic control plans consistent with the MUTCD and California Supplement that will be included in the District's contract documents. Where road closures are required and approved in advance by the local jurisdiction, detour designs will also be required.

Sub-Task F) Surveying & Topographic Mapping

This sub-task may be performed directly by your firm or a sub-consultant and includes providing land surveying services associated with both collection of topographic data to support the design process, and development of accurate Right of Way basemaps and legals and plats.

ATTACHMENT "C"

TASK ORDER APPROVAL FORM

CONSULTANT: _____

PROJECT NAME: _____

The Scope of Services for Task Order No. __, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, shall constitute an approved Task Order pursuant to the Agreement between the DISTRICT and CONSULTANT dated _____ ("AGREEMENT"). CONSULTANT agrees to perform the services described in Exhibit "A" within the time set forth in the Project Schedule as described in Exhibit "B" attached hereto and incorporated herein, for a fee amount of \$_____, unless otherwise modified by the DISTRICT'S Project Manager in a subsequent Task Order Approval Form. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "C" and incorporated herein by this reference.

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

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

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

By: _____
JASON E. UHLEY
General Manager-Chief Engineer

UNDERGROUND SOLUTIONS, INC.

By: _____
[NAME]
[Title]

CONSULTING SERVICES AGREEMENT
FY 2022-23 to FY 2026-27

The Consulting Services Agreement ("Agreement") dated as of July 1, 2022 is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, hereinafter called "DISTRICT", and WALLACE & ASSOCIATES CONSULTING, LLC, a Delaware corporation, hereinafter called "CONSULTANT". DISTRICT and CONSULTANT are sometimes individually referred to herein as a "Party" and collectively as the "Parties". The Parties hereby agree as follows:

1. SERVICE CATEGORY

Upon DISTRICT's request, CONSULTANT shall provide on-call services to DISTRICT for Service Categories C, as further described in "Service Categories & Tasks", attached hereto and incorporated herein as Attachment "A", in accordance with applicable federal, state and local laws and regulations.

2. SCOPE OF SERVICES

As requested by DISTRICT, CONSULTANT shall provide those services as described in the "Scope of Services", attached hereto and incorporated herein as Attachment "B", on an "on-call" basis. During the term of this Agreement, DISTRICT may request CONSULTANT to submit one or more proposals within any of the Service Categories for which CONSULTANT is selected pursuant to Attachment "A". In the event DISTRICT finds CONSULTANT's proposal acceptable, DISTRICT may issue one or more Task Orders, the form of which shall generally conform with the "Task Order Approval Form" (attached hereto and incorporated herein as Attachment "C"). CONSULTANT understands and expressly agrees that the execution of this Agreement by CONSULTANT and/or the submission of any proposal to furnish services does not guarantee the assignment

or approval of any subsequent Task Order(s).

3. PERSONNEL

A. Project Manager

For each Task Order, DISTRICT shall designate a staff representative who shall act as DISTRICT's Project Manager ("Project Manager") for the Task Order. In the event DISTRICT changes its Project Manager, it shall notify CONSULTANT in writing.

B. CONSULTANT's Representative

CONSULTANT shall appoint a Designated Representative for each assigned Task Order who shall be responsible for coordinating all aspects of the assigned Task Order. CONSULTANT's Designated Representative shall be available to DISTRICT's Project Manager at reasonable times. In the event CONSULTANT changes its Designated Representative, it shall notify DISTRICT in writing.

C. Substitution of Key Personnel

At the time of Task Order approval, CONSULTANT shall identify to DISTRICT's Project Manager the Key Personnel who are responsible for executing Task Order. Should one or more of the identified Key Personnel become unavailable, CONSULTANT may substitute other personnel of equal or greater competence upon DISTRICT's written approval. In the event that DISTRICT and CONSULTANT cannot come to an agreement regarding substitution of the Key Personnel, DISTRICT may terminate the Task Order, pursuant to the applicable provisions of this Agreement.

4. TERM

The term of this Agreement shall become effective on July 1, 2022 and shall remain in

effect through the required date for completion of an assigned Task Order, provided that such Task Order was approved prior to June 30, 2026 and is to be completed by June 30, 2027.

5. COMPENSATION

CONSULTANT shall receive compensation for all services satisfactorily performed and expenses incurred under this Agreement in accordance with the terms of the approved Task Order(s). The cumulative total of all task orders shall not exceed \$200,000 over the entire term of this Agreement.

6. PAYMENT

Payment shall be made in accordance with the Compensation/Fee Rate Schedule attached to an approved Task Order. Unless otherwise agreed, progress payments shall be processed on a monthly basis. Upon satisfactory performance of CONSULTANT's services pursuant to an approved Task Order, DISTRICT shall pay CONSULTANT within forty-five (45) days after DISTRICT's approval of CONSULTANT's invoice(s). DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

CONSULTANT shall keep employee and expense records according to customary accounting methods and such records shall, upon request, be available for inspection by DISTRICT to verify CONSULTANT's invoices. CONSULTANT's invoices shall itemize charges to conform with the Compensation/Fee Rate Schedule negotiated for the specific Task Order. DISTRICT shall notify CONSULTANT of any disputed charges within thirty (30) days of receipt of CONSULTANT's invoice. **DISTRICT reserves the right to withhold payment for work that is not invoiced in a timely manner.**

7. INVOICES

All work shall be invoiced in a timely manner. All invoices shall be mailed directly to DISTRICT's Accounts Payable Section. Each invoice shall include the following information:

A. Purchase Order Number associated with the approved Task Order – (as provided by DISTRICT).

B. Billing Period – (indicating the date(s) when the services were rendered).

Monthly invoices shall be mailed to DISTRICT no later than the 15th day of the month following the end of the Billing Period. Periodic single invoices shall be mailed within 45 business days of Task Order completion. Incomplete invoices will be returned to CONSULTANT for correction.

8. PROJECT PERFORMANCE

A. Commencement of Services

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

B. Time of Completion

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

9. LICENSES

At all times while performing services under this Agreement, CONSULTANT, its employees, agents, contractors and subcontractors shall possess all necessary and appropriate federal and/or state permits and maintain professional licenses required by the applicable federal, state and local regulations.

10. 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 and to fully and adequately complete each approved Task Order.

[FOR DESIGN PROFESSIONALS]

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.

11. ERRORS AND OMISSIONS

In the event CONSULTANT's data, technical studies, reports, plans, specifications, estimates, work products or any other documents furnished under this Agreement 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, work products or any other documents, any such additional expense shall be borne solely by CONSULTANT. When the agreed upon scope of services to be performed by CONSULTANT are not in conformance with the terms of this Agreement, DISTRICT shall have the right to require CONSULTANT to perform the agreed upon

scope of services in conformance with the terms of this Agreement at no additional cost to DISTRICT. When the agreed upon scope of services are not in conformance with the terms of this Agreement and are of such a nature that they cannot be corrected, DISTRICT shall have the right to (1) require CONSULTANT immediately to take all necessary steps to ensure future performance in conformity with the terms of this Agreement; and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event CONSULTANT receives payment under this Agreement which is later disallowed by DISTRICT for nonconformance with the terms of the Agreement, CONSULTANT shall promptly refund the disallowed amount to DISTRICT on request; or at its option, DISTRICT may offset the amount disallowed from any payment due to CONSULTANT.

12. PERMITS AND RIGHTS OF ENTRY

DISTRICT shall obtain all necessary rights of entry that may be required in order for CONSULTANT to perform the services stipulated by an approved Task Order within and upon privately-owned property. CONSULTANT shall obtain all necessary permits or rights of entry that may be required in order for CONSULTANT to perform the services stipulated by an approved Task Order from any and all affected public entities. Sufficient evidence of having obtained such permits and/or rights of entry shall be furnished to DISTRICT by CONSULTANT, prior to initiation of work. CONSULTANT shall prosecute the work in such a manner as to minimize public inconvenience and possible hazard and shall restore the streets and other work areas to their original condition and former usefulness as soon as practicable. CONSULTANT shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.

13. NOTICES

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

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Finance Division

WALLACE & ASSOCIATES
CONSULTING, LLC.
P.O. Box 909
Murrieta, CA 92564
Attn: Carl Wallace, PE

14. REQUIRED INSURANCE

CONSULTANT shall not commence operations until DISTRICT has been furnished with original certificate(s) of insurance and certified original copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. As respects to the insurance section, DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

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

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

- 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 insureds.
- 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 \$1,000,000 per occurrence and \$2,000,000 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 its' sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a 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 for 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 an A:VIII (A:8) unless such requirements are waived, in writing, by DISTRICT's 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 deemed 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 with respect to this Agreement with DISTRICT; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- iii. CONSULTANT shall cause their insurance carrier(s) to furnish DISTRICT with 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 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 DISTRICT 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 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 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 and the monetary limits of liability required under this Agreement if, in DISTRICT 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.
- 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.

15. WORK PRODUCT

CONSULTANT shall provide DISTRICT with all data, calculations, technical studies, plans, specifications, computer files, field notes, estimates, drawings, logs, maps, exhibits, reports and any other documents as set forth in the approved Task Order(s). All data, calculations, technical studies, plans, specifications, computer files, field notes, drawings, logs, maps, exhibits, reports and any other documents produced by CONSULTANT in the performance of the services as set forth in the approved Task Order(s) shall become and remain the sole property of DISTRICT. CONSULTANT shall not publish or transfer any material produced or resulting from

activities supported by this Agreement without the written consent of the General Manager-Chief Engineer of DISTRICT. If any such material is subject to copyright or trademark, the Parties agree that the right to any and all copyright and/or trademark in and to the material is expressly reserved to DISTRICT. If any such material is copyrighted, the Parties hereto understand and agree that DISTRICT reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such material, in whole or in part, and to authorize others to do so, provided written credit is given the author.

16. [INTENTIONALLY DELETED]

17. QUALITY CONTROL

CONSULTANT shall implement and maintain effective quality control procedures throughout all phases of assigned task and/or services. CONSULTANT shall have a quality control plan in effect during the entire time task and/or services are being performed under this Agreement. The plan shall establish a process whereby all calculations and documents prepared under this Agreement are independently checked, corrected and back-checked, and all pertinent job related correspondence and memoranda are bound in appropriate job files. Evidence that the quality control plan is functional may be requested by DISTRICT. All documents and any other items submitted to DISTRICT for review shall be initialed by CONSULTANT's project manager, or his designee, as being fully checked and that the preparation of the material followed the quality control plan established for the work.

18. TERMINATION

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

A. Agreement

I) Terminate this Agreement without cause upon providing CONSULTANT

thirty (30) business days written notice stating the extent and effective date of termination; or

- 2) Upon five (5) business 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 any such manner it deems appropriate.

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 work product, equipment, files, records, data or reports prepared by CONSULTANT, whether partially or fully completed.

In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for all services performed in accordance with this Agreement to the date of termination, a total amount which bears the same ratio to the total maximum fee otherwise payable under this Agreement as the services actually bear to the total services necessary for performance of this Agreement. Notwithstanding any of the other 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 29 (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.

B. Approved Task Order

Terminate an approved Task Order or portion thereof without cause upon providing CONSULTANT fourteen (14) days written notice stating the extent and effective date of termination. In the event DISTRICT issues a Notice of Termination for an approved Task Order, CONSULTANT shall: i) stop all work under the Task Order 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 work product, data or reports prepared by CONSULTANT, whether partially or fully completed.

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

19. BASIC SERVICES OF CONSULTANT

The scope of services associated with the performance of any specific Task Order under this Agreement shall be expressly defined and agreed upon prior to the approval of the Task Order by DISTRICT's General Manager-Chief Engineer. Any

changes to the approved scope of services must be authorized by DISTRICT's General Manager-Chief Engineer and shall be made in accordance with Section 23 (CHANGES TO TASK ORDER SCOPE OF SERVICES).

All work prepared by CONSULTANT shall be subject to the approval of DISTRICT's Project Manager. CONSULTANT shall allow Project Manager to inspect and review CONSULTANT's work in progress at any reasonable time. All reports, working papers and similar work products prepared for submission in the course of providing services under this Agreement shall be submitted to the Project Manager in draft form. In the event that Project Manager, in his or her sole discretion, determines the formally submitted work product to be incomplete or otherwise inadequate, CONSULTANT may be required to revise and resubmit the work at no additional cost to DISTRICT. Should CONSULTANT fail to make requested corrections in a timely manner, such corrections may be made by DISTRICT and the cost thereof charged to CONSULTANT. Neither DISTRICT's review nor approval shall give rise to any liability or responsibility on the part of DISTRICT, or waive any of DISTRICT's rights, or relieve CONSULTANT of its professional responsibilities or obligations under this Agreement.

20. PREVAILING WAGE

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. 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. Pursuant to the Labor Code, DISTRICT has obtained for the Board of Supervisors of DISTRICT from the Director of the Department of Industrial

Relations, State of California, his determinations of general prevailing rates of per diem wages applicable to the work and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, apprentices and similar purposes for each craft, classification or type of workman needed, as set forth on the schedule which is on file at DISTRICT office and which will be made available to any interested person upon request.

21. INDEPENDENT CONTRACTOR/NON-EXCLUSIVE AGREEMENT

CONSULTANT and the agents and employees of CONSULTANT shall act at all times in an independent capacity during the term of this Agreement and in the performance of the services to be rendered hereunder and shall not act as or shall not be and shall not in any manner be considered to be employees or agents of DISTRICT. This is not an exclusive agreement between DISTRICT and CONSULTANT, and DISTRICT may obtain the same or similar services from another firm if DISTRICT determines that is appropriate. DISTRICT is not obligated to have CONSULTANT provide a specific minimum amount of services pursuant to this Agreement.

22. SUBCONTRACTING

CONSULTANT may, at CONSULTANT's own expense, retain or employ sub-consultants to accomplish certain portions of the work covered by this Agreement. However, except as specifically provided in the Compensation/Fee Rate Schedule attached to the approved Task Order 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.

Should one or more of the sub-consultants, as identified in the Compensation/Fee Rate Schedule attached to the approved Task Order or as expressly identified in this Agreement, become unavailable, CONSULTANT may substitute other sub-

consultants of equal or greater competence upon written approval by DISTRICT. In the event that DISTRICT and CONSULTANT cannot agree as to the substitution of the sub-consultant, DISTRICT may terminate the Task Order, pursuant to the applicable provisions of this Agreement.

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

23. CHANGES TO TASK ORDER SCOPE OF SERVICES

CONSULTANT shall not perform any additional work or services outside the scope of an approved Task Order without the prior written approval of DISTRICT's General Manager-Chief Engineer. If, at any time during the performance of an approved Task Order, CONSULTANT believes that it is necessary to include certain work or services which are not clearly covered under the scope of an approved Task Order, CONSULTANT shall immediately notify the Project Manager in writing of CONSULTANT's assertion that the work is out of scope. Said notification by CONSULTANT to the Project Manager shall not in any way be construed as proving that the work or services in question are outside the scope of the Task Order. The Project Manager must approve or reject CONSULTANT's assertion in writing. In the event the Project Manager determines that CONSULTANT is correct, the additional work or services shall be authorized by a new or revised Task Order that covers the new scope, cost and schedule. In the event that such notification is not given or if the Project Manager is not afforded an opportunity to negotiate the appropriate fee

for such additional services prior to CONSULTANT's commencement of such additional services, then CONSULTANT shall be deemed to have agreed to perform the work or services without any additional compensation and to have accepted sole responsibility for the performance of said work or services. Extra work done or services performed without a new or revised Task Order from DISTRICT's General Manager-Chief Engineer, shall be considered unauthorized and shall not be paid for by DISTRICT.

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

At any time during the performance of the Task Order, the Project Manager, upon providing five (5) business days written notice to CONSULTANT, may delete services and the associated fees from the Task Order. In the event DISTRICT requests deletion of services from the Task Order, DISTRICT shall make payment for all services satisfactorily performed in accordance with the negotiated Task Order up to the effective date of deletion; the amount of the payment shall be prorated to the total services necessary for completion of the Task Order. Any work product developed for the deleted services shall be provided to DISTRICT.

24. 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.

25. ASSIGNMENT

Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of DISTRICT and approval by DISTRICT Board of Supervisors. The following events shall not be deemed an assignment and would not

require prior written consent by DISTRICT:

- A. A partner in a partnership may transfer all or part of his/her or its interest in the partnership to: 1) another partner of the partnership; 2) by intestate succession or testamentary disposition on the partner's death; 3) by a gift to a partner's spouse or children, to a trustee for the partner's spouse or children, or both; 4) to a corporation if, immediately after the transfer, the partner making the transfer continues to own at least 50 percent of that corporation's voting shares.
- B. Any merger, consolidation or other reorganization of CONSULTANT, or the sale of other transfer of a non-controlling percentage of the capital stock or interest of CONSULTANT, or the sale of not more than 50 percent of the value of CONSULTANT's assets.

For any of the above events not deemed as an assignment, such events shall require written notice to DISTRICT at least 30 days prior to the occurrence of such event.

26. CONFLICT OF INTEREST

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

27. JURISDICTION/LAW/SEVERABILITY

This Agreement is to be construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be

declared severable and shall be given full force and effect to the extent possible.

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

28. 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.

29. NON-DISCRIMINATION

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

30. NON-APPROPRIATION OF FUNDS

It is mutually agreed and understood that the obligation(s) 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 upon receipt of DISTRICT's notification by CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to reimbursement of its costs in accordance with Section 5 (COMPENSATION) and Section 6 (PAYMENT).

31. INDEMNIFICATION

A. Basic Indemnity

To the fullest extent permitted by applicable law, CONSULTANT shall indemnify and hold harmless DISTRICT, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") 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, breach of contract), recklessness or willful misconduct on the part of CONSULTANT or its Subconsultants or their respective employees, agents, representatives or independent contractors or liability whatsoever, based or asserted upon any services of CONSULTANT, its officers, employees, contractors, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including, but not limited to, property damage, bodily injury or death, or any other element of any kind or nature whatsoever arising from the performance of CONSULTANT, its officers, employees, contractors, subcontractors, agents or representatives ("Indemnitors") from this Agreement.

"Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgments, 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.

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 Agreement. 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 31. B. below.

CONSULTANT shall defend, at its sole expense, all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle or compromise any such action or claim with the prior consent of DISTRICT, provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnitees as set

forth herein. CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this Section and California Civil Code Section 2782, this Section shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve CONSULTANT from indemnifying the Indemnitees to the fullest extent allowed by law.

B. Indemnity for Design Professionals:

To the fullest extent permitted by applicable law, CONSULTANT agrees to and shall indemnify and hold harmless DISTRICT, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from all liability and any and all Losses that arise out of, pertain to, or relate to, to the extent caused by any alleged or actual negligence, recklessness or willful misconduct constituting professional negligence on the part of CONSULTANT or its Subconsultants, or their respective directors, officers, partners, employees, agents, representatives or independent contractors, or any person or organization for whom CONSULTANT is responsible, arising out of or from the performance of services under this Agreement. 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.

As respects each and every indemnification herein, CONSULTANT shall defend and pay, at its sole expense, all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards against the Indemnities, 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 or 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.

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.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle or compromise any such action or claim with the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnitees as set forth herein.

CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to Indemnitees the appropriate form of dismissal relieving Indemnitees from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT's obligations to indemnify and hold harmless Indemnitees from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve CONSULTANT from indemnifying DISTRICT to the fullest extent allowed by law.

- C. CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in sections 31, A and B from each and every Subconsultant of every Tier. 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. 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.

32. 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.
33. 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.
34. RECORD RETENTION/AUDIT – CONSULTANT shall retain complete and accurate records relating to all reports, documents and related records documents, including records related to the nature and extent of CONSULTANT's costs incurred while

providing services authorized under this Agreement, for at least five (5) years following the termination of 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.

35. 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. The only exception to this shall be if disclosure is approved in advance in writing by DISTRICT or if the disclosure is made to CONSULTANT's subcontractors as anticipated by this Agreement. CONSULTANT shall observe all federal, state and county laws, and county policies concerning confidentiality of records.
- CONSULTANT shall refer all requests for information to DISTRICT. These same requirements shall be applicable to any of CONSULTANT's subcontractors. CONSULTANT shall include the requirements stated in this Section of this Agreement with any of its subcontractors.
36. 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.
37. COUNTERPARTS: ELECTRONIC SIGNATURES – This Agreement may be

executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA" Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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

April 26, 2022

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By: *Jason E. Uhley*
JASON E. UHLEY
General Manager-Chief Engineer

By: *Karen S. Spiegel*
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By: *Synthia M. Gunzel*
SYNTHIA M. GUNZEL
Chief Deputy County Counsel

By: *Wendy Harper*
Deputy

(SEAL)

On-Call Consulting Services Agreement
Wallace & Associates Consulting, LLC – FY 22/23 to FY 26/27
12/22/21
AK:blm

**WALLACE & ASSOCIATES
CONSULTING, LLC**



Signature of Responsible Officer

CARL WALLACE, PE

Printed Name

PRESIDENT

Title

On-Call Consulting Services Agreement
Wallace & Associates Consulting, LLC. – FY 22/23 to FY 26/27
12/22/21
AK:blm

ATTACHMENT A

Service Category C. CONSTRUCTION OVERSIGHT AND MANAGEMENT

Table C-1
SERVICE CATEGORY CHECKLIST
CONSTRUCTION OVERSIGHT AND MANAGEMENT

TASK	
C.1	Full-Service Construction Management
C.2	Inspection
C.3	Materials Testing and Analysis

ATTACHMENT B
SCOPE OF SERVICES

Service Category A. HYDROLOGY AND HYDRAULICS

Task A.1 Master Drainage Plans, Hydrology and Other Planning Studies

Work performed under this section may involve the following:

- Perform hydrology calculations using District approved methods
- Evaluation of detention storage options/locations
- Development and evaluation of alternative facility types and alignments
- Perform hydrologic routing and hydraulic calculations as needed
- Develop planning level cost estimates using District approved unit cost analysis
- Preparation of report summarizing the study
- Review and evaluate hydrology methodologies
- Review and evaluate rainfall data
- Review and recommend updates to District Hydrology Manual
- Water Conservation service as described in Task G.5
- Provide classroom like training on one or more of the topics in this category

Task A.2 Hydraulic Modeling

Firms responding to this Task must demonstrate knowledge and experience developing and performing computerized hydraulic models using WSPGW, HEC-RAS 1D (steady and unsteady) and/or 2D, Flo-2D Pro or other District accepted computer application for the design or analysis of storm flow through existing waterways, urban communities, as well as existing or proposed flood control facilities and structures. Required modeling may include but is not limited to: improved or natural open channels, streets, levees, drop structures, closed conduit systems, inlets, hydraulic junctions, street flow capacity, culvert design, and bridge/pier analysis. Firms shall be familiar with rainfall and hydrograph model inputs and incorporating the District's Hydrology Manual. Firms shall use topographic mapping provided by the District or, if not available, supplement with USGS or best available topography. All work shall be performed in accordance with District standards and any special criteria established by the District. Firms shall be able to estimate appropriate model inputs, including channel cross sections, roughness values from topographic data, aerial photographs, and field reconnaissance. Firms must be able to interpret model outputs, including but not limited to water surface elevations, depths, velocities, flow regimes, critical depth, and Froude number. Firms must prepare reports documenting the approach of the hydraulic analysis, discharges, depths, and velocities at identified points of interest, and prepare associated work maps and final exhibits.

Firms shall identify in their Service Category Qualifications what hydraulic modeling software packages their firm has expertise in from those listed in the District Accepted Software Memo, dated July 1, 2016. Of additional interest is firms with experience and expertise developing and running scale physical hydraulic models of complicated hydraulic structures that may be considered for construction.

Prospective firms shall indicate the qualifications, experience, licenses, certificates, and academic degrees that their employees, who will be performing these services, possess. All hydraulic modeling and reports must be stamped and signed by a Civil Engineer licensed in the State of California.

The District is also interested in understanding which firms have experience providing classroom like training on or more of the HEC RAS 1D and 2D.

Task A.3 Stream Geomorphology/Scour Assessment and Restoration

Firms responding to this Task must demonstrate that it has staff with expertise and applicable* experience to provide all of the following types of services, including any field investigations, hydrologic, and/or hydraulic modeling necessary:

- Investigate and assess current conditions of stream systems to identify potential causes for geomorphic instability.
- Estimate the type and direction of future stream geomorphology based on existing conditions and anticipated future development.
- Estimate long term sediment transport.
- Provide a formal report containing detailed, project-specific, tailored recommendations for construction of localized scour protections, or for creek restoration projects that would establish geomorphic stability without compromising flood conveyance or maintainability. The expectation is that this report would provide all necessary information to facilitate development of plans for construction.
- Evaluate flooding and debris flow risk to live and property due to post wildfire.

**Applicable experience must be for ephemeral stream systems in semi-arid/arid environments comparable to Riverside County.*

Task A.4 FEMA CLOMR/LOMR Preparation

Firms shall prepare hydrologic models and hydraulic models as described in Task A.1 and A.2 including a duplicate effective, corrected effective, existing, and proposed conditions model, as needed. Firms shall prepare the water surface elevation profiles, floodplain work-maps, and annotated FIRM panels.

Firms shall prepare MT-2 forms to include in a package to FEMA detailing the changes initiating the revised floodplain mapping. Prepare Conditional Letter of Map Revision (CLOMR) and a Letter of Map Revision (LOMR) application package to include hydrologic and hydraulic models, completed FEMA certification forms, floodplain work maps, revised flood profile, and annotated FIRM panels showing the revised floodplain. Firms shall coordinate with the District and FEMA to revise the CLOMR/LOMR based on review comments.

CLOMR/LOMR preparation for levees will include additional tasks. Firms shall review previous geotechnical reports and/or complete additional geotechnical analysis to determine whether the levee meets Title 44 of the Code of Federal Regulation, Section 65.10 (44 CFR 65.10) for mapping of areas protected by levee systems. Firms shall be able to determine whether the levee meets FEMA design criteria for slope stability, foundation stability, and settlement. Verify the levee meets the FEMA criteria for freeboard. Toe scour shall be calculated to determine embankment protection and foundation stability. Interior drainage analysis will involve determining whether high flow in the channel will flood interior areas due to backwater. Updated floodplain maps shall also include "without levee" floodplains analysis in case a levee does not meet 44 CFR 65.10.

Task A.5 Dam Inundation Study and Mapping

Firms shall be disciplined and capable of providing engineering services to develop a dam inundation study. These services include a hydrologic analysis, dam break analysis, hydraulic modeling, and appropriate dam inundation mapping limits based on multiple dam failure scenarios. Hydrologic modeling will be performed in accordance with the District's Hydrology Manual (dated April 1978) and HMR 58/59 to generate the Probable Maximum Flood (PMF). Dam breach analyses may utilize both actual dam characteristics and empirical equations for both fair weather and hydrologic scenarios. Using topographic mapping, develop hydraulic models that will dynamically route the spillway, and dam-breach hydrographs to the appropriate outfalls. Tasks would include preparation of a report including the technical studies and inundation maps in accordance with Cal-EMA regulations and guidelines.

Task A.6 Post-Fire Hazard Assessment

Firms responding to this Task must demonstrate that it has staff with experience and technical capability to provide all of the following types of services, including any field reconnaissance, hydrologic and/or hydraulic modeling necessary:

- Collect and assess post fire work products from BAER Team, WERT Team, California Geologic Survey, USGS, Cal Fire, and others to determine debris flow risk in watersheds that potentially impact developed areas.
- Investigate and assess current conditions of main watercourses for sediment loading, debris availability, size of visible debris in the channels, evidence of historic debris-flows, etc.
- Topographic mapping shall be provided by the District or, if not available, prepare LiDAR mapping and/or topographic mapping.
- Experience and technical capability of developing two-dimensional hydraulic models using Flo-2D PRO or HEC-RAS 2D, or other District accepted programs. Firms shall be familiar with rainfall and hydrograph model inputs and incorporating the District's Hydrology Manual.
- Provide a formal report, exhibits and GIS layers documenting methodologies, modeling analysis and results from other tasks to determine flood and debris flow risk.

Service Category B. STRUCTURAL DESIGN

Task B.1 Custom Structural Design (Reinforced Concrete)

Firms responding to this Task must demonstrate experience, knowledge, and familiarity with performing reinforced concrete structural design for new or rehabilitation of existing flood control facilities.

Typical reinforced concrete flood control facilities include but are not limited to box culverts, pipes, rectangular channels, trapezoidal channels, bridges, drop structures, pier noses, cutoff walls, retaining walls, parapet walls, and junctions. Firm should also be capable of designing modifications to standard structures as needed to accommodate penetrations, non-standard junctions, utility protection measures, etc. All work shall be performed in accordance with current applicable codes, District standards, and any special criteria established by the District.

All structural designs, dimensions, and reinforcing steel schedules will be required to be detailed on project plans and stamped by a Civil Engineer registered in the State of California.

Task B.2 Evaluating Structural Integrity of Existing Flood Control Structures

Firms responding to this Task must demonstrate experience, knowledge, and familiarity with performing structural analysis, non-intrusive field inspections (such as high definition video inspections), or intrusive means (such as core drilling) to assess the structural integrity of existing structures. Assessment of such structures may be due to the aging of such facility or due to proposed temporary or permanent loads that maybe beyond the as-built condition.

All work shall be performed in accordance with current applicable state and federal codes.

All structural analysis, inspection reports, and repair recommendations will be summarized in a report stamped by a Civil Engineer registered in the State of California.

Task C.1. Full Service Construction Management

Firms responding to this Task must have an established team of local staff that is qualified and experienced in providing full service Construction Management for flood control or similar linear underground projects. Relevant past experience should include construction management for linear projects within the 'built' environment, such as within existing paved public roads, and experience with applicable codes and standards used in the construction of flood control facilities.

Firms providing Full Service Construction Management would act as an agent of the District, provide all necessary oversight to verify and enforce compliance with the plans and specifications, over the three phases of a construction project: Preconstruction, Construction, and Closeout.

Firms must present an established and appropriately qualified local team that covers the following roles:

- 1) *Construction Manager*: This person would be responsible for coordinating all consultant operations in providing full-service construction management, and would be the primary point of coordination with the District and the Contractor. The personnel in this role should have a minimum of five (5) years of experience as a lead in providing construction management over relevant construction projects. Must be a PE-Civil in California, and should have knowledge of hydraulics and reinforced concrete structures.
- 2) *Field Inspector*: See C.2 below for requirements.
- 3) *Materials Testing and Analysis*: See C.3 below for requirements.

Task C.2 Inspection

Firms responding to this Task must identify local staff that have the experience and qualifications to provide full or part time inspection on flood control projects, including all documentation necessary to track progress, estimate quantities, verify payment requests, etc. Emphasis should be placed on experience inspecting construction projects within a 'built' environment, such as within existing paved public roads, and experience with applicable standards and conventions used in the construction of flood control facilities.

The inspector(s) shall have a minimum of five (5) years of experience inspecting relevant construction projects and shall be a trained competent person as defined by 29 CFR 1926.650. Inspection staff that are certified as a Qualified SWPPP Practitioner (QSP) are also desired to ensure that the District (as project owner and LRP) stays in compliance with the Construction General Permit.

Task C.3 Materials Testing and Analysis

Firms responding to this Task must identify the staff available to perform testing and reporting on materials such as earthwork, concrete, and asphalt. The equipment and/or laboratories that will be utilized shall also be referenced. Testing may consist of, but not be limited to, the following:

- Soil Sieve and Proctor Testing
- Soil Consolidation Testing
- Field Density Testing
- Concrete Cylinder Fabrication and Testing
- Asphalt Concrete Testing
- Precast Concrete Materials and Fabrication Audits.

Staff identified for providing Materials Testing and Analysis must have a minimum of two (2) years of relevant experience, specifically including experience in the use of a Nuclear Moisture/Density Gauge, and must have and maintain all required industry or equipment certifications. Possession of appropriate American Concrete Institute (ACI) Certifications is preferred.

Service Category D. GEOTECHNICAL AND POTHOLING

Task D.1 Subsurface Soils Investigation and Engineering Analysis

Firms responding to this Task must demonstrate relevant experience and appropriate licensure/certifications for providing the following types of Geotechnical Engineering Services, **including performance of any necessary field investigations and lab testing that may be required** to support design of flood control facilities.

Field Investigations and Engineering Recommendations for:

- Grading and Site Clearing that may be Necessary for the Construction of the Project
- Excavation and Rip ability
- Seismic Refraction Survey
- Potential Groundwater Impacts for the Project
- Allowable Bearing Capacity and Foundation Preparation/Ground Improvement
- Flexible and Rigid Pavement Design
- Unit Weight for compacted fill
- Moisture Content Necessary to Use Excavated Soils in Compacted Fill
- Soil Classification and Physical Properties
- Lateral Earth Pressure for Design or Analysis of Earth Retaining Structures
- Maximum Modulus of Subgrade Reaction
- Slope Stability and Protection
- Seismic Stability & Liquefaction
- Seepage Analysis
- Open and Braced Excavation (Shallow/Deep)
- Infiltration feasibility
- Corrosivity

Task D.2 Dam/Levee Design and Rehabilitation

The District is seeking firms with experience and qualifications in designing new Dams/Levees, as well as rehabilitating existing Dams/Levees.

Firms responding to this Task must demonstrate relevant experience and appropriate licensure for the types of work described below:

Most dams will be under the jurisdiction of California Department of Water Resources, Division of Safety of Dams (DSOD), thus, experience working with DSOD is desired. The consultant will be expected to lead a multidisciplinary team to perform work such as feasibility studies, site reconnaissance and geotechnical/geologic investigations, seismic and stability analysis, embankment material sourcing and selection, seepage analyses and mitigation, filter design, spillway and outlet works design, and analysis and mitigation of potential failure modes. The consultant may also be tasked to review, study, and analyze existing dams and provide recommendations and construction plans for rehabilitation measures.

With regard to levees, the consultant must have demonstrated experience in the design of earthen levees, slope protection, scour/toe protection, foundation requirements, embankment material, seepage analysis, slope stability, settlement analyses, levee transitions, etc., and design such structures to meet Federal Emergency Management Agency (FEMA) criteria. The consultant may also be tasked to investigate existing levees and prepare a report of the findings with recommendations for rehabilitation.

Task D.3 Potholing and Utility Location

Firms responding to this Task shall demonstrate relevant experience, licensure, and certifications for providing

Underground Utility Potholing Services for District Capital Improvement Projects, including all of the following:

- Coordination with each of the utility companies, such as verifying utility type and material, ensuring protection of the utility during potholing, etc.
- Secure any required encroachment permits, including design and implementation of any necessary temporary traffic controls as may be required by the local agency.
- Performance of air vacuum excavation "Air Knife" pothole technology or other appropriate investigative methods.
- Detailed reports including ALL of the following:
 - Size and dimensions of utility and/or encasement
 - Type and material of utility
 - Depth to top and bottom of utility
 - Digital photographs of utility
 - Thickness and type of all paving materials
 - Additional conflicts/observations such as previously unidentified utilities, unusual subsurface conditions, utility encasements, etc.
- Traffic control approved by local or State transportation agency
- Restoration of the property, pavement, landscaping, etc. following potholing.

Service Category E. ENVIRONMENTAL AND REGULATORY COMPLIANCE

Task E.1 CEQA and/or NEPA Compliance and Constraints Analysis, including Document Preparation, Noticing, Distribution, and Public Meetings

Prepare and distribute CEQA documents such as an Initial Study, Mitigated Negative Declaration, and/or Environmental Impact Report (EIR). On occasion, separate or joint CEQA and NEPA documents may be required.

Provide measures and/or recommendations to mitigate potentially significant impacts, and prepare Mitigation Monitoring and Reporting Program (MMRP), when necessary.

Attend public scoping meetings and/or public hearings to support the District, and prepare and distribute applicable public notices (e.g., Notice of Intent, Notice of Preparation, Notice of Determination, etc.).

Prepare a Preliminary Environmental Assessment Report (PEAR), which is an environmental constraints analysis that generally includes all CEQA topics, MSHCP compliance and any potential regulatory permitting issues (401/404/1602). The PEAR assists the District to identify design constraints early in the planning process. *Note that although similar in intent, this is not the same as a Caltrans PEAR.*

Task E.2 Cultural Resources Investigations, Surveys, and Monitoring, including Short Notice Discovery Response and Assessment

Prepare a Cultural Resources Report that addresses all potential issues related to archaeological, traditional, and built environment resources in accordance with applicable federal, state, and local laws and regulations regarding cultural resources pursuant to CEQA/NEPA and/or regulatory permitting processes including, but not limited to, Section 106 of the National Historic Preservation Act.

Typical services include record search, map and literature search, Sacred Lands records check with the Native American Heritage Commission (NAHC), scoping with tribes, pedestrian surveys, identification of the Area of Potential Effect (APE), cultural resource recordation and evaluation, mitigation plans Historic American Buildings Survey (HABS), and the Historic American Engineering Record (HAER), when necessary.

Conduct cultural resources monitoring for District construction and/or maintenance activities.

Consultants should be available on short notice (24 to 72 hours) to assess and respond to any accidental cultural resources discoveries during ongoing construction, operations, and maintenance work. This includes evaluating any discoveries in compliance with applicable laws and regulations.

Task E.3 Paleontological Resources Investigations, Surveys, and Monitoring, including Short Notice Discovery Response and Assessment

Prepare a Paleontological Resources assessment including paleontological resource records searches, literature searches, and pedestrian surveys in order to identify potential issues related to paleontological resources in accordance with applicable federal, state, and local laws and regulations, CEQA/NEPA environmental review and/or regulatory permitting processes.

Conduct paleontological resources monitoring for District construction and/or maintenance activities. For properties found to have high sensitivity for paleontological resources, provide paleontological resource mitigation plans, construction monitoring, recovery of resources, preparation and identification of specimens, and reporting that meets County of Riverside review standards.

Consultants should be available on short notice (24 to 72 hours) to assess and respond to any accidental paleontological resource discoveries during ongoing construction, operations and maintenance work. This includes evaluating any discoveries in compliance with applicable laws and regulations.

Task E.4 **General Biological Resources Assessment, MSHCP Consistency Assessment, HANS, JPR, and DBESP**

Prepare a Biological Resources Assessment that addresses any potential biological issues and concerns for the project area including, but not limited to:

- Literature review and reconnaissance surveys to prepare habitat assessments for sensitive or listed plant and wildlife species.
- Biological resources impact analysis in accordance with CEQA in terms of regional planning, and city, state, and federal laws and guidelines to comply with all existing biological resource laws, regulations, and court precedent.
- Propose recommendations for avoidance and/or measures to minimize impacts.
- Applicable Habitat Conservation Plans consistency assessment, such as the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP), Coachella Valley MSHCP, and Tribal Habitat Conservation Plan.
- Prepare Joint Project Review (JPR), Determination of Biological Equivalent or Superior Preservation (DBESP), and Habitat Assessment and Negotiation Strategy (HANS), if necessary.

Task E.5 **Focused Surveys, Monitoring, Trapping, Holding/Handling or Relocating**

Perform focused surveys for sensitive or listed plant and wildlife species to comply with CEQA, MSHCP, FESA, and CESA. Staff must be familiar with accepted protocols for listed and/or sensitive species. Please also fill out Table E-2 to show the qualifications your firm or your subs for specific species shown in the table. If your firm has permitted biologists, please specify by staff name and permits held. Indicate your firm's permitted level of interaction with the species listed on Table E-2 (e.g., is your firm qualified to survey and have the required permits to also handle, hold, and relocate species such as SBKR, LAPM, burrowing owls, or the Santa Ana Sucker).

Task E.6 **Pre-construction Nesting Bird, Burrowing Owl, and Other Species Surveys, and Short Notice Biological Resources Discovery Response and Assessment**

Perform pre-construction surveys for nesting birds, burrowing owls, and other species to comply with CEQA, MSHCPs, FESA, CESA, Migratory Bird Act, and regulatory permits. Consultants should be available by short notice (24 to 72 hours) to respond and assess species sited near the District's construction, operations, and/or maintenance work and recommend avoidance measures.

Task E.7 **Jurisdictional Delineations, including Permit Preparation and Negotiation with Resource Agencies, and HMMP Report Preparation**

Prepare a Jurisdictional Area Delineation Report and Impact Analysis, including significant nexus evaluation, that addresses all potential issues related to "Waters of the U.S." and wetlands (Clean Water Act), "Waters of the State" and wetlands (Porter-Cologne Water Quality Control Act), and areas under the jurisdiction of the California Department of Fish and Game Code (Section 1600 et. seq.).

Prepare 401/404/1602 permit applications and provide support to District during discussions and negotiations with regulatory agencies during the permitting process.

Prepare a native Habitat Mitigation and Monitoring Plan (HMMP) in compliance with project permits.

Task E.8 **Invasive Vegetation Removal, Habitat Restoration and Enhancement, HMMP Implementation, Plant Pallet/Seed Mix, and Cuttings/Plantings for District Mitigation Projects and/or Facilities**

Perform field work such as invasive plant removal, trash removal, plantings including cuttings, hydroseed and container plants, irrigation placement and maintenance, monitoring and reporting to meet regulatory permit requirements and/or to implement an approved HMMP. Additionally, consultants should be able to provide plant pallet/seed mix for District projects and facilities. Please describe any regulatory permits (Sections 404, 401, 1602, aquatic pesticides) that your firm currently has that authorize invasive plant removal within jurisdictional areas.

Task E.9 Phase I and Phase 2 ESA, and/or Hazardous Material Presence/Absence Reports, Monitoring, and Short Notice Discovery Response and Assessment

Provide Hazardous Materials report to evaluate potential impacts related to environmental hazards and hazardous materials and determine the presence/absence of any hazardous materials in accordance with California Government Code Section 65962.5. Consultant should assess potential for discovering hazardous materials during construction, operation, and maintenance of District facilities, and should make recommendations on how to handle any potential hazardous waste.

Perform hazardous material monitoring during construction and maintenance of District facilities.

Consultant should be available by short notice (24 to 72 hours) to assess and respond to any accidental hazardous material discoveries during the District's ongoing construction, operations, and maintenance work. This would include monitoring and evaluating any hazardous materials discoveries in compliance with all applicable laws and regulations.

Task E.10 Air Quality and Greenhouse Gas Analysis with Project and Programmatic-level Technical Expertise, and Mitigation pursuant to the AQMD Standards and CEQA

Provide air quality and greenhouse gas (GHG) impact analyses for District construction and maintenance activities, and programmatic analysis for Master Drainage Plans. The air quality and GHG analysis should be prepared in accordance with the South Coast Air Quality Management District (SCAQMD) requirements and will support the District's CEQA analysis.

Task E.11 Noise and vibration studies and mitigation prepared pursuant to CEQA

Provide noise and vibration analysis for potential construction and maintenance impacts on nearby sensitive receptors to support the District's CEQA analysis.

Service Category F. WATERSHED PROTECTION PROGRAMS

Task E.1 NPDES Program Administration and Support

Firms proposing to provide support to the District in the development of NPDES compliance programs must demonstrate qualifications and experience in one or more of the following Tasks:

General NPDES Program Support

May include efforts such as, but not limited to: researching and providing expert guidance and recommendations regarding regulatory issues at the federal, state, and local level on Regional and General NPDES Permits and related policies, law and regulations; developing letters (or other professional correspondence) and/or providing expert testimony on the District's behalf; representing the District and/or Permittees at stakeholder/technical groups or meetings; developing Permit compliance documents; annual reporting; and developing associated tools to facilitate compliance strategies.

NPDES MS4 Permit Support

May include efforts such as, but not limited to: researching regulations, other compliance programs, and permits in support of permit renewal process and/or compliance program development; developing cost-effective strategies for addressing Permittee issues and/or permit compliance requirements; developing Reports of Waste Discharge and/or comments and alternative language to draft/redline permits; and providing expert testimony and draft comment letters to local, state and federal agencies regarding NPDES MS4 issues.

Program Assessment and Reporting

May include efforts such as, but not limited to: compiling/analyzing data for annual report submittals; providing compliance program audits and recommendations for improvement; and coordination and preparation of reports (including annual reports) and assessments required to demonstrate and document compliance with MS4 Permits.

Training/Outreach

May include efforts such as, but not limited to developing and implementing creative and effective methods for training/outreach on relevant issues such as Low Impact Development, MS4 Permit Implementation for Permittees, Pollution Prevention Practices and other Regional and statewide General NPDES Permits

Program Funding

Identify and facilitate additional methods for funding NPDES compliance programs such as, but not limited to identifying grant opportunities; developing applications and providing administration for grants; as well as other available funding mechanisms.

Task E.2 TMDL/Alternative TMDL/Basin Planning Support

Firms proposing to provide support to the District in the development of and compliance with TMDLs, Alternative TMDL projects, and in facilitating updates to the Basin Plan must demonstrate qualifications and experience in one or more of the following Tasks:

Basin Planning Support

May include efforts such as, but not limited to: Supporting Use Attainability Analyses, Site Specific Objectives and/or other Water Quality Control Plan amendments with literature review, regulatory alternatives assessment, monitoring, modeling, and Task force facilitation.

303(d) List Evaluation

Review of draft 303(d) lists for errors, gaps, and other issues that may facilitate appropriate listing/de-listing of water quality parameters; designing and implementing programs to gather relevant information and perform the analyses necessary to support de-listing of appropriate constituents; and preparing written comments and testimony

on existing or potential future 303(d) listings.

TMDL/Alternative TMDL Development Coordination

May include efforts such as, but not limited to providing expert guidance and technical support to MS4 Permittee stakeholders during the development of TMDLs; leading third-party TMDL efforts; and coordinating and facilitating responses to Regional Board CWC 13267 information requests.

TMDL/Alternative TMDL Compliance Support

May include efforts such as, but not limited to: developing TMDL Urban Source Evaluation Plans; identifying cost-effective methods (local, sub-regional and regional structural and source control solutions) for compliance with TMDL Waste Load Allocations; supporting MS4 Permittee negotiations with regulators and other responsible parties to design and fund cost effective compliance approaches; developing TMDL compliance assessment and verification approaches; and developing required TMDL reports.

Pollutant Fate and Transport Modeling and Analysis

May include efforts such as, but not limited to: developing advanced models and quantitative analyses for estimating pollutant loads from various sources including urban, natural and uncontrollable sources and evaluating compliance program effectiveness to address reasonable assurance analysis requirements; incorporating other study results into existing TMDL/Alternative TMDL models and analyses; providing expert evaluation of modeling and quantitative analysis efforts by other parties including the adequacy of such efforts to address stated goals.

Task E.3 Water Quality Monitoring and Assessment

Firms proposing to provide support to the District and/or the Permittees' monitoring programs must demonstrate qualifications and experience in one or more of the following Tasks:

Monitoring Program Design

May include efforts such as, but not limited to development of monitoring programs, procedures, training, and resources consistent with USEPA, SWAMP and Regional requirements; and preparation of special studies regarding stormwater science, monitoring, and/or compliance programs.

Monitoring Program Reporting and Assessment

May include efforts such as, but not limited to: preparation of annual monitoring reports in accordance with the MS4 Permits or other regional and statewide General NPDES Permits, preparation of summary reports for elected official, municipal leadership and general public audiences; conducting statistical and/or other compliance analyses of monitoring data and/or other data; producing professional exhibits and maps displaying tributary areas, analysis results, problem areas and other assessment data; creating and/or updating GIS data to perform geospatial modeling and analysis; performing, and reporting on QA/QC analysis of data; and formatting and uploading of water quality data to CEDEN or other databases as directed, such as the SMC Portal.

Water Quality Monitoring

May include efforts such as, but not limited to: performing field water quality monitoring/sampling activities and/or studies (e.g., receiving water and outfall monitoring); conducting desktop and field reconnaissance for potential sampling locations; performing illegal discharge identification monitoring; performing bioassessment¹ monitoring; conducting sediment bed sampling; conducting genetic marker water quality sampling, conducting Toxicity Identification Evaluations/Toxicity Reduction Evaluations; acquiring access and/or special permits; preparing and submitting sampling event status reports and field data sheets; preparing technical memorandums, providing expertise supportive of negotiations relevant to monitoring requirements; performing hydromodification monitoring using most up to date procedures and tools.

¹ Bioassessment activities include collection of freshwater benthic macroinvertebrates and requires a General Use Fish & Wildlife Scientific Collecting Permit.

*Bioassessment activities include collection of freshwater benthic macroinvertebrates and requires a General Use Fish & Wildlife Scientific Collecting Permit.

Task F.4 Laboratory Analysis

It is preferred that firms proposing to provide lab analysis services, in support of the District and/or Permittees' monitoring requirements, have:

- Appropriate Certifications (ELAP, NELAP and/or other EPA/RWQCB/MS4 Permit required certifications including bioassessment taxonomy certifications)
- Stormwater Monitoring Coalition (SMC) Lab Intercalibration participation or certification for chemistry and toxicity (as appropriate).
- Ability to produce SWAMP-compatible reports for CEDEN upload (paper and electronic)
- Additional technique specific certifications for innovative analysis methods (e.g., PCR, coliphage, etc.)

In addition, firms should demonstrate qualifications and experience in one or more of the types of analyses listed below. Specific analyses capabilities should be submitted with the qualification package. All sample handling, storage, and analysis will be in accordance with 40 CFR Part 136 (latest edition) "Guidelines Establishing Test Procedures for the Analysis of Pollutants", guidance developed by the State Water Resources Control Board (SWRCB) pursuant to Water Code Section 13383.5, or other methods more sensitive than those specified in 40 CFR 136. Analytical methods should comply with the Stormwater Ambient Monitoring Program (SWAMP)"MethodLookUp", list (http://ceden.org/CEDEN_Checker/Checker/DisplayCEDENLookUp.php?List=MethodLookUp) if appropriate. Analysis results and reporting should comply with the State Water Resources Control Board (SWRCB) Minimum Levels (MLs) and/or Stormwater Ambient Monitoring Program (SWAMP) Target Reporting Limits.

Chemical Analyses

The firm should have the ability to analyze an array of water quality constituents. The firm should confirm they can perform the types of suites listed below in Table F-2. For a complete list of individual constituents refer to Table 6-2: Master List of Analytical Constituents within the QAPP, Volume II of the Consolidated Monitoring Plan available online (<https://rewatershed.org/programs/monitoring>). Additional information may be requested to consider On-Call List qualification. Test matrices include both water and sediment. Include Table F-2 within Section I of your Service Category Qualifications PDF (See RFQ Section VI.C for more info).

Toxicological Analyses

The firm should have the ability to conduct whole effluent acute and chronic toxicity (WET) testing utilizing an array of organisms including, but not limited to, *Raphidocelis subcapitata* (formerly named *Pseudokirchneriella subcapitata*, and *Selenastrum capricornutum*), *Hyalella Azteca*, *Pimephales promelas*, *Strongylocentrotus purpuratus* and *Ceriodaphnia dubia*. Test matrices should include both water and sediment, as appropriate. All tests must pass USEPA test acceptability criteria. Reports must include the statistical results and a written summary with an explanation of any QA issues regarding that data. For a complete list of individual constituents refer to Table 6-2: Master List of Analytical Constituents within the QAPP, Volume II of the Consolidated Monitoring Plan available online (<https://rewatershed.org/programs/monitoring>). The firm should confirm which toxicological analysis they can perform and provide a description of any exceptions to these analyses or proposed equivalent alternatives, as appropriate. Include Table F-3 within Section I of your Service Category Qualifications PDF (see RFQ Section VI.C for more info).

Additionally, please provide information on the following analyses, if applicable:

Biological Analyses

The firm should have the ability to conduct biological analyses, including collection of macroinvertebrate samples, physical habitat characterization measurements, and collection of freshwater algae samples, however this is not required. Analysis of macroinvertebrate samples must include taxonomic composition. Analysis of algae samples

must include algal taxonomic composition (diatoms and soft algae), and algal biomass (ash-free dry mass and chlorophyll-a). Biological sample and measurements must be collected in accordance with the most current SWAMP Bioassessment SOPs (e.g., Reachwide Benthos (Multihabitat) Procedure, etc.). The firm should have the ability to use bioassessment samples, measurements, and water chemistry data for calculation of an Index of Biological Integrity (IBI) for macroinvertebrates as based on the most current calculation method. The firm should have the ability to calculate an IBI for algae for a given monitoring station where bioassessment monitoring was conducted, when a calculation method is developed. The firm should have the ability to conduct stream assessments using California's Rapid Assessment Methodology for riparian plant assessment. The firm should have capacity to store and archive identified organisms on behalf of the District for a period of not less than three years from the date that all QA steps are completed. The firm should provide a description of any exceptions to these analyses and any proposed equivalent alternatives, as appropriate. Include Table F-4 within Section I of your Service Category Qualifications PDF (see RFQ Section VI.C for more info).

Genetic Analyses

The firm should have the ability to conduct polymerase chain reaction (PCR), quantitative PCR (qPCR), and/or digital PCR (dPCR) analyses, including the most up to date approved EPA methods such as U.S. EPA Method 1696 for HF183, however, they are not required. Additional genetic analyses methodologies may also be considered, as well as coliphage analyses. Include Table F-5 within Section I of your Service Category Qualifications PDF (see RFQ Section VI.C for more info).

Task E.5 Water Conservation

Firms proposing to provide Water Conservation services should demonstrate knowledge and experience with groundwater recharge master planning, recharge facility design and assessment, and integrated regional water management planning activities with respect to integration of water recharge functions into existing and future flood control facilities.

Water Conservation Planning and Design Support

May include efforts such as, but not limited to: providing water conservation planning services for stormwater facilities such as open channels, basins, dams, and similar infrastructure; water conservation planning may include evaluation of stormwater capture, dry weather runoff capture, artificial recharge, or other water sources within existing or proposed District facilities; setting appropriate regional water conservation goals based on quantitative and qualitative evaluation of local groundwater basin master plans, salt, and nutrient management plans, urban water management plans or other appropriate planning studies or groundwater investigations; development of criteria to assist in establishing priorities for individual water conservation projects, including consideration of water resource needs, multipurpose opportunities, water rights considerations, and other opportunities/constraints that should be assessed when considering water conservation projects; preparation of planning reports, plans, and specifications, and cost estimates for various water conservation projects; and applying for and managing water conservation grants.

Hydrologic and Hydrogeologic Investigations

May include efforts such as, but not limited to conducting hydrologic and hydrogeologic investigations of potential recharge sites. These would include field investigations and hydraulic and geotechnical analyses necessary to characterize recharge potential of existing and future project sites; evaluating the potential for groundwater mounding and its potential impacts on recharge volumes; assessing ambient groundwater quality and potential recharge source water quality to determine potential constraints and opportunities for recharge; performing cone penetration tests, soil borings (including soil sampling), infiltrometer testing, and long term pilot-percolation tests using ASTM or other appropriate standards for such work.

Task E.6 Emergency Post-Fire Sediment Monitoring

When wildfires impact the drainage areas served by District facilities (i.e., District owned and operated basins, channels, supporting infrastructure, and rights-of-way etc.) the facilities may receive abnormally high sediment loads during subsequent storm events that can impact the facilities' primary functions. To mitigate these impacts, the District implements maintenance to remove sediment and to restore capacity and function. The material from sediment removal activities needs to be transferred to a receiving facility, such as sanitary landfills, publicly owned

properties, and private properties. Firms proposing to provide support to the District and/or the Permittees' emergency sediment monitoring program must demonstrate qualifications and experience in the following Tasks:

Monitoring Support, Design, and Coordination

Prepare and develop post-fire sediment monitoring programs; sampling design, analysis lists, and waste/sediment characterization plans; performing sediment quality monitoring, sampling event coordination, prepare sediment samples and expedited transport to certified contracted laboratory for sediment quality analysis; conduct desktop and field reconnaissance for project sampling locations; perform on-site air quality monitoring; if requested; procure access permits and/or other related special permits. Firms shall have an understanding of sediment collection procedures and processing consistent with USEPA, State, Local and private industry guidance or requirements, as well as understand requirements pursuant to Waste Acceptance Plans required by waste receiving facilities. Firms should be available on short notice (within 24 hours) to assess and respond to emergency soils monitoring work in support of District emergency maintenance activities.

Sediment Monitoring Analysis

The firm should confirm they can perform expedited services for the appropriate the types of soil analysis (e.g., CCR Title 22 Total Threshold Concentrations (TTLC) and Soluble Threshold Limit Concentration (STLC) values, EPA Toxicity Characteristic Leaching Procedure (TCLP) values, pH and Specific Conductance, and Regional Screening Levels (RSLs)) or other appropriate analysis as requested by waste acceptance facility.

Application Support, Assessment, and Reporting

The firm should have the ability to produce professional documentation, exhibits, GIS data, and maps; compile analytical data to District standards and specifications such as sampling event status reports and field data sheets; prepare technical monitoring memorandums in accordance with any private, local or State and/or waste acceptance requirements; prepare waste generator profile application and other acceptance facility documentation; provide expertise in support of negotiations relevant to monitoring requirements; assist with sediment waste disposal pricing and negotiations; advise the District on sediment contamination management and alternative disposal methods; conduct statistical and/or other computational post-fire data analyses supplemental to monitoring data; and provide quality control/quality assurance of analytical results. At the request of the District, firms may provide presentations and/or trainings related to post-fire monitoring topics and prepare of post-fire special studies regarding impacts to MS4 facilities or the environment, and may prepare post-fire technical reports to support MS4 reporting.

Fill in the following table according to the instructions in RFQ Section VI.C. Include this table in Section 3 of your Service Category Qualifications PDF. This will not count against the pagination limit.

Service Category G. DEVELOPMENT PLAN CHECK

Task G.1 Full-Service Plan Checking

Overview

The District provides comprehensive plan check services for a variety of land development projects (e.g., subdivisions, plot plans, use permits, etc.). Additionally, other projects that are not associated with a specific land development proposal (e.g., outside agency capital improvement/public works projects or major encroachment permits) may also be reviewed.

Typically, the following plans, calculations, and documents shall be reviewed for compliance with the land use authority's recommended Conditions of Approval and/or District engineering and maintenance standards and other applicable requirements:

- Drainage improvement plans including storm drain, detention basin, levee, and channel plans;
- Hydrologic and hydraulic calculations;
- Structural calculations;
- Street improvement plans (drainage related);
- Grading plans (rough and precise);
- Water-sewer plans (conflict with drainage plans only);
- Final subdivision maps and environmental constraint sheets;
- Adequacy of right of way and/or easement requirements;
- Covenants, conditions, and restrictions (CC&R's);
- Bonding estimates (drainage improvements);
- CEQA documents, regulatory/resource agency permits, MSHCP compliance documents;
- Encroachment permits (EP);
- Geotechnical reports;
- Storm Water Pollution Prevention Plans (SWPPP);
- Technical specifications (drainage improvements);
- FEMA Conditional Letter of Map Revision (CLOMR/LOMR) documents.

Review Process

Generally, the land use authority's Conditions of Approval serve as the initial scope of work for review of a developer's improvement plans/project. District Plan Check staff will discuss each project in detail with the Consultant and define project specific scope of work, including any special requirements, prior to authorizing any work. Consultant shall propose a budget for each assignment prior to commencing the plan review.

Overall Procedure and Deliverables

- 1) Consultant shall write corrections directly on the submitted plans, reports, and related documents and prepare a summary checklist of review comments. This will include calling out any conflicts, mistakes, inaccuracies, and/or omissions shown on the plans. Provide substantive comments identifying any portion of the project that, in the opinion of Consultant, does not meet or satisfy the applicable hydrology/hydraulics, structural design, environmental/regulatory, or operation and maintenance

requirements.

- 2) It is critically important that the first plan review is comprehensive and that the Consultant provides as much feedback as possible to the applicant and the applicant's engineer. Specific plan check comments shall be annotated in red on the plans, reports, or related documents. In addition, a concise and descriptive plan check comment letter summarizing the most substantive comments on the plans and any additional comments not indicated on the plans shall be prepared. All correspondence shall be prepared on Consultant's letterhead stationery, stamped, and signed by the Consultant, and countersigned by District staff prior to sending out plan check letter. A copy of the comment letter and check prints shall be neatly packaged and made ready for pick up by the applicant's engineer. Consultant shall promptly notify the applicant's engineer to pick up the redlines.
- 3) For projects in unincorporated County area, the Consultant shall also review storm drain plans and drainage reports with an eye toward meeting Riverside County Transportation Department drainage related design standards using a checklist.
- 4) All plans and correspondence shall be neatly organized and submitted to the District staff for filing.
- 5) Upon receipt of 60% plan submittal, the 3rd submittal (typical), coordinate scheduling of a District "all hands" meeting to introduce and discuss the project with pertinent District staff.
- 6) Approval letters for all plans, hydrologic and hydraulic studies, environmental documents, regulatory permits, and any other reports shall be clear, concise, and shall specifically identify each submitted document by date.
- 7) After the check prints have been reviewed and approved (QA/QC) by the Chief of Planning, advise applicant's engineer to proceed with the printing of the final mylar plan set.
- 8) Initial each mylar sheet of the final drawings prior to recommending for signature.
- 9) Ensure all final approved documents are labeled as such and provided to the District prior to issuing final plan check approval.
- 10) Update case status in the District's improvement plan tracking system (DLMT).

Time

Time is of the essence. Completed plan review comments shall be returned to the applicant/engineer within twenty-one (21) calendar days of authorization to proceed. Consultant must allow sufficient time to review all plan check comments with District staff prior to providing comments to the applicant/engineer.

Review of Improvement Plans

The following are key elements of the plan check process and services required:

- 1) Examine the overall concept prior to checking the details. Any fatal flaws must be identified as early as possible. Conduct a thorough investigation of the proposed facility and its relationship to other facilities, waterbodies, adjacent projects, and real property.

- 2) Review hydrology and hydraulic reports to ensure the proposed facility has adequate capacity to convey the design peak discharge (interim or ultimate condition, whichever is greater).
- 3) Determine whether the proposed improvement's drainage facilities are to be operated and maintained by the District, or whether they are facilities to be "maintained by others." If the subject improvements are:
 - a) *District Maintained Facilities*: The Improvement Plans shall be checked for meeting District's drafting, design, and operation and maintenance standards. Consultant should further check for appropriate right of way, egress, and ingress routes and consult with District staff for specifics, as necessary. Plans shall be reviewed not only for constructability but also for practicality of maintenance.
 - b) *Facilities Maintained by Others*: The Improvement Plans shall be checked in accordance with the Memorandum of Understanding between the District and the Riverside County Transportation Department, dated March 2020, and any amendments or addendum thereto. The maintaining agency shall be consulted and kept informed of progress, constraints, and unique situations.
- 4) Improvement plan reviews shall include, but may not be limited to, all of the following Tasks:
 - a) Checking the design for conformance with:
 - 1) Approved Tentative Map, Specific Plans, and Site Plans;
 - 2) Applicable conditions of approval;
 - 3) Other agencies' recommendations (e.g., Riverside County Transportation Department, Caltrans, etc.);
 - 4) District Master Drainage Plans or other proposed drainage plans;
 - 5) District Drafting Standards; and
 - 6) Standard and General Construction Notes.
 - b) Checking for good engineering practice and verifying that the proposed design will function properly with emphasis on:
 - 1) Structural integrity of facility;
 - 2) Hydraulic capacity;
 - 3) Facility alignment;
 - 4) Inlet and outlet conditions;
 - 5) Appropriate construction notes and general notes;
 - 6) Constructability;
 - 7) Access for maintenance and ease of maintenance including rehabilitation/restoration;
 - 8) All pertinent information including right of way/easement limits shown on plans;
 - 9) Proximity to other utility lines; and
 - 10) Other items that may be unique to the project.
 - c) Checking the associated street improvement plans, grading plans, sewer, and water plans to ensure no conflict with drainage facility.

Review of Environmental Documents and Regulatory Permits

The following guidelines provide the minimum standards of practice that must be met in reviewing

environmental documents submitted in conjunction with the review of improvement plans for facilities that are to be owned, operated, and maintained by the District, not only for construction, but also for subsequent operation and maintenance. Ensure that any compensatory mitigation proposed with the project would not in any way encumber or otherwise prohibit the District from carrying out its operation and maintenance responsibilities in any manner.

- 1) *California Environmental Quality Act (CEQA)*: Ensure that the Project Description of any applicable CEQA document(s) accurately describes and specifically discusses the construction, operation, and maintenance of any facilities that the District is to accept for ownership, including any offsite facilities.
- 2) *Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP)*: Review MSHCP compliance documentation of the proposed construction of all onsite and offsite drainage facilities with Section 3.2.1. (Criteria Area and Public/Quasi Public Lands); Section 6.1.2. (Riparian/Riverine Areas and Vernal Pools); Section 6.1.3. (Narrow Endemic Plant Species); Section 6.1.4. (Urban/Wildlife Interface Guidelines); Section 6.3.2. (Additional Surveys); Section 7.5.3. (Construction Guidelines); and Appendix "C" (Standard Best Management Practices) of the MSHCP. Ensure that the MSHCP compliance documents adequately address future District maintenance activities.
- 3) *Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP)*: Review CVMSHCP compliance documentation of the proposed construction of all onsite and offsite drainage facilities and ensure compliance documents adequately address future District maintenance activities, pursuant to Section 13.5 of the "Implementing Agreement" between the District and Coachella Valley Association of Governments. Requirements include: (1) Compliance with relevant processes and measures to ensure application of the Conservation Area requirements set forth in Section 4 of the CVMSHCP; (2) Compliance with the applicable Land Use Adjacency Guidelines as set forth in Section 4.5 of the CVMSHCP; (3) Compliance with the Avoidance, Minimization and Mitigation Measures in Section 4.4 of the CVMSHCP; (4) Ensure implementation consistent with the Species Conservation Goals and Objectives in Section 9 of the CVMSHCP; (5) Permanently protect and manage Mitigation Land within the reserve system legally owned and/or controlled by the entity unless conveyed to the Coachella Valley Conservation Commission; and (6) Participate in the Joint Project Review Process for projects within the Conservation Areas as described in Section 6.6.1.1 of the Plan, if applicable.
- 4) *Regulatory Permits*: Review draft regulatory permits and applications authorizing the construction, operation and future maintenance of the proposed flood control facilities, including U.S. Army Corps of Engineers Section 404 permits, Regional Water Quality Control Board Section 401 Water Quality Certifications, California Department of Fish and Game Section 1602 Streambed Alteration Agreements and Regional Water Quality Control Board Porter-Cologne program Waste Discharge Requirements. Ensure that the draft regulatory permits include/address all necessary future District maintenance activities.

Review of Encroachment Permits

Consultant shall review the encroachment permit in accordance with the scope of work defined by the Planning Division including, but not limited to, the requirements covered above.

Service Category H. PUBLIC EDUCATION, MARKETING, AND COMMUNICATION SERVICES

Background

The three (3) MS4 Permits in Riverside County are administered by the Santa Ana, San Diego, and Colorado River Regional Water Quality Control Boards, and require the Permittees to develop and implement a surface water quality protection and management program and report annually on progress and program effectiveness. The *Permittees' education and outreach campaign must educate targeted public and business audiences, engage, and retain audience participation in practices that will be protective of surface waters and enable the Permittees to comply with regulatory mandates.

Service Expectations

The District is seeking experienced and qualified respondents to provide the following type of services. Respondents must bid on at least one service. The District is looking for innovative, cost-effective ways to address NPDES MS4 Permit public education, marketing, and outreach requirements. Proposals should address budgetary constraints by utilizing existing program strengths and developing creative campaigns to increase program effectiveness.

Goals

The primary goals are to ensure the program complies with the public education and outreach elements of the Santa Ana, San Diego, and Colorado River MS4 permits and engage target audiences in specific activities and behaviors that create awareness of Riverside County's creeks, streams, and rivers.

Minimum Qualifications/Requirements: The following are the minimum qualifications for a respondent to be considered as an eligible candidate to submit a response for the requested services described in this RFP.

Respondent must:

- Have the ability to do business in Riverside County, California, and conducted business in California for a minimum of three (3) years.
- Have an understanding of the potential adverse ecological impacts of storm and dry weather runoff from urban areas on streams, creeks, rivers, and lakes including the programs for mitigating these impacts.
- Have the expertise to strategically plan and effectively deliver environmentally-geographically themed messages on behalf of public agencies to a wide range of audiences.
- Have demonstrated ability to implement a long-term regional public and business education outreach campaign comprising high-potential, cost-effective messaging and engagement tactics.
- Have the capability to evaluate public and business education campaign effectiveness.
- Have a proven ability to work in a multi-jurisdictional local government setting to achieve consensus support for campaign strategies and tactics at staff, senior management, and elected official levels.

Task H.1 Message Development & Communication

Creation of effective water pollution themed educational materials and messaging specifically designed for the general public and targeted businesses and which cover a broad range of pollution-prevention messaging media such as: text, brochures, posters, billboards, tear sheets, tip cards, and/or other print media; developing or maintaining existing electronic media, PowerPoint presentations, e-mail sign up program or regular e-newsletter. May include specialized documents such as annual reports, compliance reports, budget summaries, project reports, or presentations.

Incorporation of brand name and development of a common theme/look with all of the outreach materials; development of activity or pollutant focused articles/features for posting on municipal websites, social media, local newspapers, or newsletters.

The capability to evaluate public and business education campaign effectiveness and provide written reports that fulfill municipal reporting requirements. Provide both English/Spanish versions of specified materials.

Task H.2 Social Media

Expertise in creating a social media marketing plan and effectively delivering short and long-term action campaigns that are grounded in Community Based Social Marketing (CBSM) principles.

The ability to grow an increasing social audience and follower base through Targeted Campaigns: hash tag campaigns, strong use of keywords, sharing/retweeting relevant news, "liking" posts, staying updated within the industry, and contributing unique content to broaden reach.

Preparation of social content calendar to meet target goals. Purchase of advertising including web banners, social media ads, radio and newspapers and out-of-home advertising, (movie theaters, gas pump top screens, etc.)

The ability to evaluate campaign effectiveness and provide written reports that include dashboard formats and fulfill municipal reporting requirements. Utilize social media analytics to gather and analyze data to evaluate campaign effectiveness. May include English/Spanish versions of specified campaign materials.

Task H.3 School Presentations

Development and delivery of school education program materials for incorporation into or to support existing school-based efforts. May include efforts such as, but not limited to developing and conducting presentations on stormwater pollution and pollution prevention practices to the public, developing and distributing curriculum guides for teachers and organizations, and attending school or City-sponsored clean ups.

Task H.4 Business Education

May include efforts such as, but not limited to, contacting, and maintaining partnerships with various mobile services, home improvement stores, commercial, and/or industrial facilities throughout the County to conduct various point of purchase marketing, training, and outreach activities. Develop materials associated with best management practices for specified businesses.

Task H.5 Strategic Planning

Develop a multi-year strategic plan that may include, but is not limited to establishing overall goals, objectives, strategies, and specific tactics and related measurable objectives for high priority urban runoff pollution issues. Provide a strategic assessment of all key program areas, including a thorough review of existing materials and program elements

Conduct public opinion surveys/polls to gauge awareness.

Conduct a strategic planning meeting with staff, program partners, and members of the public. Document process, provide materials, take meeting notes, and provide written updates.

Task H.6 Website Development & Maintenance

May include efforts such as, but not limited to developing and maintaining a District Public Education "rcwatershed.org" website and/or maintenance of site map and navigation, content, images, and updates, e-subscriber database, and tracking and analysis of monthly site traffic. Staff training on use of software program, templates, and website updates.

Task H.7 Public Outreach Events

May include efforts such as, but not limited to coordinating, staffing and managing booths at multiple and/or single day events hosted by third parties throughout the County to distribute pertinent key messages, developed materials, take photos, social media posts, and implement targeted media campaign objectives.

Service Category I. Photogrammetry - Aerial Flights

Task I.1 Aerial Image Acquisition (Digital)

Firms responding to this Task must demonstrate knowledge and experience providing color digital imagery with 60% forward lap and 30% side lap. All aspects of the aerial flight and acquisition of aerial photography to follow industry best practice. Airborne GPS will be required on most projects. Raw airborne GPS data must be made available upon request. Requirements for this task will include:

- Provide the exterior orientation elements: X, Y, Z, T, Omega, Phi, and kappa.
- Provide the pilot's log sheet.
- Provide a detailed diagram of the separation between the GPS antenna and the camera.
- Unless expressly approved, the flight window is from 10:30 AM to 2:30 PM and will be flown Monday through Thursday.
- Provide the imagery in 8 and 12 bit format and compress using a Q-factor of 5.

Consultants shall identify the sensor(s) to be used and the aircraft(s) that will carry them. The qualifications of those who will collect and process the data shall be provided.

Task I.2 Aerial Image Acquisition (Film)

Firms responding to this Task must demonstrate knowledge and experience providing color film imagery with 60% forward lap and 30% side lap. All aspects of the aerial flight and acquisition of aerial photography to follow industry best practice. Airborne GPS will be required on most projects. Raw airborne GPS data must be made available upon request. Requirements for this task will include:

- Provide the exterior orientation elements: X, Y, Z, T, Omega, Phi, and kappa.
- Provide the pilot's log sheet.
- Provide a detailed diagram of the separation between the GPS antenna and the camera.
- Unless expressly approved, the flight window is from 10:30 AM to 2:30 PM and will be flown Monday through Thursday.
- Provide the imagery in 8 and 12 bit format and compress using a Q-factor of 5.
- When labeling the images, the job name, photo scale, date, and exposure number should be shown on the first exposure only. All subsequent exposures should have date and exposure number only. Date in upper left corner and Photo No. in upper right corner. Number photos as indicated on provided flight plans. Use aerial font size 14.

Task I.3 LiDAR Data Acquisition

Firms responding to this Task must demonstrate knowledge and experience collecting LiDAR data and providing bare-Earth deliverables. All aspects of the LiDAR data acquisition to follow industry best practice. Requirements for this task will include:

- All LiDAR deliverables will be bare earth unless specifically requested otherwise.
- Data acquisition must be coordinated with Riverside County Flood Control survey crews to enable simultaneous ground GPS observations from at least two stations.
- Vertical accuracy check(s) must be provided with 95% of check points exceeding 0.6' and 90% of check points exceeding 0.5' accuracy.
- Deliverables will be created in butt-matched tiles with LiDAR data sampled down to a spacing to be specified later.

Consultants shall identify the sensor(s) to be used and the aircraft(s) that will carry them. The qualifications of those who will collect and process the data shall be provided.

Service Category J. Real Estate Services
Task J-1 Appraisal Services

Table J-1
SERVICE CATEGORY CHECKLIST
APPRAISAL SERVICES

TASK	
1	Mail notification letter to property owner requesting permission
2	Appraiser will review title information pertaining to ownership
3	Appraiser inspect each property personally
4	Appraiser will inventory all improvements affected by project
5	Appraiser will perform market research to support
6	Appraiser will provide comparable sales information
7	Narrative appraisal report conforms to Uniform Standards of Professional Appraisal Practice (USPAP)
8	Eminent Domain testimony services
9	Cost Estimates

1 Mail Notice

Appraiser will mail a notification letter to property owner requesting permission to conduct an on-site inspection of the property, advising them of their right to accompany the appraiser at the time of the inspection and requesting information regarding the appraised property which could influence the appraised value.

2 Title Review

Appraiser will review title information pertaining to the respective ownerships and will review all pertinent information relative to the parcel.

3 Property Inspection

Appraiser will inspect each property personally with the owner (if possible) and document the inspection with photographs for use in the report.

4 Improvements

Appraiser will inventory all improvements affected by the proposed taking including notes on their manner of disposition (i.e., pay-for and remove vs. move back

5 Market Research

Appraiser will perform market research to support the selected appraisal methodology and will document and confirm comparable sales information.

6 Comparable Sales

Appraiser is responsible for determining which comparables are the best and most appropriate for the project. Comparable sales should have similar physical and legal characteristics when compared to the subject property. This does not mean that the comparables must be identical to the subject property, but it should be competitive and appeal to the same market clientele that would also consider purchasing the subject property. Comparables that are significantly different from the subject property may be acceptable; however, the appraiser must describe the differences, consider these factors in the market value, and provide an explanation justifying the use of the comparables.

7 Narrative Appraisal Report

Appraiser will prepare a narrative appraisal report that conforms to the Uniform Standard of Professional Appraisal Practice (USPAP). The appraisal study and report are intended to serve as an acquisition appraisal and will be prepared in a summary format consistent with the specifications for narrative appraisal reports, including but not limited to parcel data, analysis of highest and best use, valuation, appraiser qualifications, available hazardous material usage/waste data, exhibits of location, site maps, and other pertinent exhibits.

8 Eminent Domain

Appraiser shall be aware of eminent domain laws and valuation approaches used in eminent domain litigation and be comfortable as an expert witness.

9 Costs Estimates

Appraiser will provide an estimate of probable costs for right of way acquisitions and service costs necessary to complete the project of the specified subject area.

Task J-2. Relocation Services

**Table J-2
SERVICE CATEGORY
CHECKLIST
RELOCATION SERVICES**

TASK	
1	Interview occupants
2	Research
3	Compile statistics
4	Relocation Plan
5	Relocation Implementation

1 Interview Occupants

Interview all potentially affected occupants to determine relocation needs. The interview queries business needs, special licensing, permits or zoning needs, information on trade areas, special moving requirements, etc. The interview also queries household information such as: the number, age and gender of all occupants, income of the household, distance to employment and utilized neighborhood services, special needs of the household, etc.

2 Research

Research the marketplace for available replacement locations and/or establish rent schedules for compiling project costs.

3 Compile Statistics

Compile statistics on available housing and business replacement sites and calculate potential project costs.

4 Relocation Plan

Create and present draft relocation plan to client. Distribute plan to project participants, make it available for public inspection, and make any needed revisions brought up during the public inspection period. Participate in adoption presentation meeting.

5 Relocation Implementation

Secure the basic case information and set up case file, maintain the necessary case documentation and contact diary throughout the course of our involvement with the claimant. Conduct an initial in-depth field interview with claimant, document rent, income, family size, names/ages of occupants, determine relocation needs, preferences, and special requirements, and provide general information notices and brochure.

Explain relocation process, rights, and benefits available. If needed, provide ongoing advisory assistance to minimize hardships on claimants, including referrals to and coordination with community service resources, public housing, and other public services. Also, if needed, document rent with rental agreement, receipts, or economic rent. Document/verify income using pay stubs, budget worksheets, tax returns, certification, and/or cash affidavit. Use rent method if income cannot be verified. Assist with the reconciliation of fixtures and equipment among owner and tenant. Create rent schedule for project as appropriate and if authorized by client, search, and document comparable for each claimant, provide initial referrals and three sets of additional housing referrals every 4-6 weeks as necessary. Search for available non-residential sites until Consultant recommends at least one appropriate site or determines that no such site exists. Provide with any referral an evaluation form which requests feedback as the suitability of the site referral and attempt to secure response from claimant. Prepare letter of eligibility based on most appropriate comparable or rent schedule and seek authorization of client. Deliver letter of eligibility to claimant, discuss findings, and impacts to occupants' particular needs. Amend the letter of eligibility again if the economics of the comparable's availability changes over the course of our assignment. Prepare and deliver 90-day notice to vacate no later than 12 weeks after general information notices have been delivered. If needed, arrange for transportation to view replacement sites, assist claimants with their selection of a replacement site, with lease offers, with review of rental agreements, and with move bids or fixed moving payment. Inspect selected site to ensure it meets decent, safe, and sanitary requirements. Monitor the replacement site escrow and explain the relocation process to agent and escrow officer as necessary. Review and discuss claimants' moving plans, build out specification and personal property inventory and coordinate eligibility limitations in advance of physical move. Verify vacation of displacement site and secure a certificate of abandonment. Determine eligibility for proposed amount of relocation benefits, including actual and reasonable moving payments, rental or purchase differential payments, re-establishment payments, and fixed payments as applicable. For residential moves, secure and process an advance claim to assist with the move, and a second final claim incorporating the moving costs and rental/purchase differential payment once family has moved to selected displacement site. For non-residential moves, secure and process moving assistance, re-establishment, in lieu, or settlement claims ensuring that no item was duplicated in the acquisition process. Each claim will be signed by the claimant supported by appropriate back-up (written bids, schedules, receipts, etc.) and will be reviewed by Consultant for recommendation before submitting to client for approval. Each claim check will be delivered to claimant in person (as feasible) and a receipt of payment will be secured.

Task J-3. Title Services

**Table J-3
SERVICE CATEGORY
CHECKLIST
TITLE SERVICES**

TASK	
1	Preliminary Title Reports
2	Policies of Title Insurance
3	Escrow Services
4	Other Services

1. Preliminary Title Reports

Furnish preliminary title reports, litigation guarantees and title reports to District within fifteen (15) working days upon receipt of written request for such report(s). Reports to be submitted in an electronic form and shall include, but not be limited to, the following items:

- The names and addresses as disclosed of record of all persons or parties owning or claiming, or who may own or claim an interest in such parcel, and the nature of such interest and from whom deeds or releases should be obtained or who should be named as party defendants in an eminent domain action. This would only apply to litigation guarantees.
- A copy of the instruments(s) whereby the vestee acquired title.
- Such tax information as the County Assessor's Parcel reference, code area, the amount of taxes and a statement of any special assessments.
- The vesting documents and Schedule B documents (easements, assessments, encumbrances, and rights-of-way) will be sent with the title reports.
- A portion or portions of a street, alley or highway abutting a parcel will be included up to three (3) contiguous parcels, as part of the land covered in the report, provided the title thereto vests in the same ownership as the adjoining parcel.
- Provide District an invoice with each item as it is delivered to District. Provide supplemental reports showing matters, if any, appearing of record subsequent to the date of the prior report.

2. Policies of Title Insurance

Furnish California Land Title Association (C.L.T.A.) Standard Coverage Policies of Title Insurance covering the estate or interest created through the acquisition of real property by District or American Land Title Association (A.L.T.A.) policies. Policies will be delivered to District within ten (10) days of recordation of documents conveying real property to District. Notice of such recordation shall be in the form of a Closing Escrow Statement showing the recording information of documents or final order of condemnation. Provide one (1) original title insurance policy. Policies will be taken subject to such matters of record as they may remain a lien or charge against the land at the close of escrow and be approved in writing by District.

3. Escrow Services

Upon receipt of District's request to open escrow, instructions will be typed and returned to District within three (3) working days. Provide standard practice escrow services which include but not limited to the following:

- Payment of all demands of any claimants, lien holders or beneficiaries under a deed of trust deposited into escrow. Determine the proper trustee to issue a full or partial reconveyance and to prepare a substitution of trustee where necessary.
- Prorate or adjust those items as directed by District. Real estate taxes will be paid in full when a lien is due. Any proration will be established by the Assessor/Tax Collector and distributed appropriately.
- Disburse funds held in escrow pursuant to assignment of funds as directed by District.
- Bill District for all reconveyance fees, trustee fees, forwarding fees, beneficiary statements, etc., presented in connection with the reconveyance of any deed of trust eliminated through escrow, unless otherwise directed by the District. (Excluded are any prepayment penalties)
- If adverse title matters are apparent since date of issuance of latest report, notify District that closing is not possible and upon request of District a supplemental report or guarantee will be issued setting forth such adverse matters.
- Notify creditors of grantor's present address where there is a partial taking by District.
- Furnish a breakdown of rental prorations.

- Prepare and draw all instruments necessary to consummate the transaction except grant deeds and/or easement deeds which will be drawn and deposited in escrow by District.
- Proceed with closing upon receipt of necessary funds, proper documents and final instructions approving title exceptions to be shown on the Policy of Title Insurance.
- Report status of each open escrow account.
- Estimated Escrow Closing Statements to be presented to District indicating a readiness to record. Statements will include any credits due. Statement should be issued allowing District four (4) weeks to process payments for escrows.

4 Other Services

Provide District with "Ownership" information on District's first one hundred (100) requests each calendar month. This information shall include parties in whom record title vests and may include a legal description of the property as it appears on record.

Furnish copies of any recorded document mentioned in reports as requested by District at no charge. Agree that the term "parcel" as used herein is defined as any of the following, with ownership within the same block of any town, city, or subdivision:

- Any three (3) contiguous areas of land or lots vested in the same ownership.
- The portion of any street or alley adjoining any parcel as above defined which portion of street or alley does not pass by operation of law in a conveyance of said adjoining parcel; therefore, title thereto would vest in other than the owner of the adjoining parcel and construed as a separate parcel.

Task J-4. Attorney Services

**Table J-4
SERVICE CATEGORY
CHECKLIST
ATTORNEY SERVICES**

TASK	
1	Legal Counsel
2	Eminent Domain Action

1 Legal Counsel

Attorney to provide legal services related to land transactions including resolving title issues and approving as to form land transaction documents related to District projects. Attorney shall appear and serve as the District's legal counsel and perform the work assigned with assistance being provided from the attached attorney's list. Attorney shall furnish all equipment, facilities, materials and labor necessary to perform in a complete, skillful and professional manner, and shall maintain all licenses required by the laws of the State of California at all times while performing services as an independent contractor for the District.

2 Eminent Domain

Attorney shall appear and serve as the District's legal counsel in said eminent domain proceedings. Attorney

shall provide District with timely notification of all scheduled depositions, hearings, mediations, arbitrations, trials, etc. Attorney shall provide District with one copy of Attorneys' files and/or records for each property owner. Such files and records shall be and remain the sole property of the District. Attorney shall not settle any matter or make a settlement off any amount or make any representation as to settlement possibilities without prior authorization of District.

Service Category K. CIP Implementation

Task K.1 CIP Project Management

Firms responding to this Task must demonstrate qualifications and experience serving in a lead role for oversight and management of the full 'A to Z' delivery of Flood Control projects such as, open channels, underground storm drains, earthen embankment dams, debris basins, detention basins, culverts, levees, etc. This task is focused on firms qualified and willing to provide *oversight and management* of the overall project through the preliminary and final design phases, including accountability for identification, coordination and integration of all elements such as scoping, budgeting, schedule management, stakeholder identification and coordination, engineering, regulatory clearances, rights of way, etc., as necessary for the full and timely delivery of 'shovel ready' projects.

This specific task is for project management and oversight only. Performance of the individual elements of a project, such as the Engineering/Design, CEQA, Regulatory Permitting, etc., are *not* included in Task B.1, but may be undertaken by your firm and/or other consultants pursuant to another pre-qualified task or category as identified in this RFQ. In many cases, a firm will be selected to provide services across both Tasks B.1 and B.2. To expand upon the District's ability to deliver projects on a timely basis, in some cases a firm pre-qualified for Task B.1 may be asked to provide CIP Project Management services where some or all of the elements of work are being undertaken by other Consultants.

Task K.2 Design of Flood Control Facilities (Full PS&E)

Firms responding to this Task must demonstrate qualifications and experience providing the full 'A to Z' design of Flood Control projects such as, but not limited to, open channels, underground storm drains, earthen embankment dams, debris basins, detention basins, culverts, levees, etc. Firms pre-qualified under this task must be licensed in California and capable of providing the full suite of design services necessary for the design of flood control facilities, including ALL of the services described in sub-tasks A through F in Table B-1, and as described below.

All designs must utilize District approved software and be incorporated into plan, profile, and detail sheets meeting the District's drafting requirements, and be stamped and signed by a Civil Engineer licensed in California. Firms pre-qualified for Task B.2 may or may not be also selected to provide overall project management services if the firm is also pre-qualified in Task B.1.

Sub-Task A) Hydrology and Hydraulic design of Flood Control Facilities.

This sub-task is required to be performed directly by your firm (not a sub-consultant), and includes the full design and plan sheet preparation for the hydraulic systems necessary to meet defined project objectives. These systems may include but are not limited to channels, storm drains, levees, basins, dams, catch basins, connector pipes, inlet/outlet structures and other appurtenant elements.

Sub-Task B) Geotechnical Engineering

This sub-task may be performed directly by your firm or a sub-consultant, and includes any necessary geotechnical engineering analyses that are necessary for the project, such as but not limited to slope retention or stabilization, embankment design, structure foundation design, seismic evaluations and design, etc. It is anticipated that often the field exploration we be done by a sub-contractor, but if the engineering evaluations and designs are performed in-house, select 'Conduct' for this sub-task on your submitted Table B-1. Otherwise select 'Sub-Consult' if you will rely fully on a sub-consultant for these services.

Sub-Task C) Structural Engineering

This sub-task may be performed directly by your firm or a sub-consultant and includes structural design of any non-standard designs that are necessary for the project. Most commonly these are reinforced concrete structures, such as Reinforced Concrete Boxes, Rectangular Channels, Retaining Walls, Junction Structures, and Inlet/Outlet structures and bridges.

Sub-Task D) Utility Relocation Design

This sub-task may be performed directly by your firm or a sub-consultant. District projects can conflict with other utilities that exist within the built environment, requiring their relocation. The District will discuss with the Utility owner, responsibilities with respect to the design and relocation of these utilities. In many cases the utility owner will perform the designs themselves, but in some cases, most commonly with water and sewer utilities, the District will design relocations. Firms responding to Task B.2 must be able to provide design services for relocation of water and sewer utilities of various sizes from service laterals to main trunk line systems.

Sub-Task E) Street Improvements and Traffic Control Design

This sub-task may be performed directly by your firm or a sub-consultant, and includes evaluating the impacts that construction operations will have upon existing roads, and designing road restoration / paving sheets, new street improvements, etc. This task also includes evaluating impacts of the project on traffic patterns and developing traffic control plans consistent with the MUTCD and California Supplement that will be included in the District's contract documents. Where road closures are required and approved in advance by the local jurisdiction, detour designs will also be required.

Sub-Task F) Surveying & Topographic Mapping

This sub-task may be performed directly by your firm or a sub-consultant and includes providing land surveying services associated with both collection of topographic data to support the design process, and development of accurate Right of Way basemaps and legals and plats.

ATTACHMENT "C"

TASK ORDER APPROVAL FORM

CONSULTANT: _____

PROJECT NAME: _____

The Scope of Services for Task Order No. __, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, shall constitute an approved Task Order pursuant to the Agreement between the DISTRICT and CONSULTANT dated _____ ("AGREEMENT"). CONSULTANT agrees to perform the services described in Exhibit "A" within the time set forth in the Project Schedule as described in Exhibit "B" attached hereto and incorporated herein, for a fee amount of \$_____, unless otherwise modified by the DISTRICT'S Project Manager in a subsequent Task Order Approval Form. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "C" and incorporated herein by this reference.

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

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

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

By: _____
JASON E. UHLEY
General Manager-Chief Engineer

WALLACE & ASSOCIATES CONSULTING, LLC

By: _____
[NAME]
[Title]

CONSULTING SERVICES AGREEMENT
FY 2022-23 to FY 2026-27

The Consulting Services Agreement ("Agreement") dated as of July 1, 2022 is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, hereinafter called "DISTRICT", and WEST CONSULTANTS, INC, a California corporation, hereinafter called "CONSULTANT". DISTRICT and CONSULTANT are sometimes individually referred to herein as a "Party" and collectively as the "Parties". The Parties hereby agree as follows:

1. SERVICE CATEGORY

Upon DISTRICT's request, CONSULTANT shall provide on-call services to DISTRICT for Service Category A as further described in "Service Categories & Tasks", attached hereto and incorporated herein as Attachment "A", in accordance with applicable federal, state and local laws and regulations.

2. SCOPE OF SERVICES

As requested by DISTRICT, CONSULTANT shall provide those services as described in the "Scope of Services", attached hereto and incorporated herein as Attachment "B", on an "on-call" basis. During the term of this Agreement, DISTRICT may request CONSULTANT to submit one or more proposals within any of the Service Categories for which CONSULTANT is selected pursuant to Attachment "A". In the event DISTRICT finds CONSULTANT's proposal acceptable, DISTRICT may issue one or more Task Orders, the form of which shall generally conform with the "Task Order Approval Form" (attached hereto and incorporated herein as Attachment "C"). CONSULTANT understands and expressly agrees that the execution of this Agreement by CONSULTANT and/or the submission of any proposal to furnish services does not guarantee the assignment or approval of any subsequent Task Order(s).

PERSONNELA. Project Manager

For each Task Order, DISTRICT shall designate a staff representative who shall act as DISTRICT's Project Manager ("Project Manager") for the Task Order. In the event DISTRICT changes its Project Manager, it shall notify CONSULTANT in writing.

B. CONSULTANT's Representative

CONSULTANT shall appoint a Designated Representative for each assigned Task Order who shall be responsible for coordinating all aspects of the assigned Task Order. CONSULTANT's Designated Representative shall be available to DISTRICT's Project Manager at reasonable times. In the event CONSULTANT changes its Designated Representative, it shall notify DISTRICT in writing.

C. Substitution of Key Personnel

At the time of Task Order approval, CONSULTANT shall identify to DISTRICT's Project Manager the Key Personnel who are responsible for executing Task Order. Should one or more of the identified Key Personnel become unavailable, CONSULTANT may substitute other personnel of equal or greater competence upon DISTRICT's written approval. In the event that DISTRICT and CONSULTANT cannot come to an agreement regarding substitution of the Key Personnel, DISTRICT may terminate the Task Order, pursuant to the applicable provisions of this Agreement.

3. TERM

The term of this Agreement shall become effective on July 1, 2022 and shall remain in effect through the required date for completion of an assigned Task Order, provided

that such Task Order was approved prior to June 30, 2026 and is to be completed by June 30, 2027.

4. COMPENSATION

CONSULTANT shall receive compensation for all services satisfactorily performed and expenses incurred under this Agreement in accordance with the terms of the approved Task Order(s). The cumulative total of all task orders shall not exceed \$400,000 over the entire term of this Agreement.

5. PAYMENT

Payment shall be made in accordance with the Compensation/Fee Rate Schedule attached to an approved Task Order. Unless otherwise agreed, progress payments shall be processed on a monthly basis. Upon satisfactory performance of CONSULTANT's services pursuant to an approved Task Order, DISTRICT shall pay CONSULTANT within forty-five (45) days after DISTRICT's approval of CONSULTANT's invoice(s). DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

CONSULTANT shall keep employee and expense records according to customary accounting methods and such records shall, upon request, be available for inspection by DISTRICT to verify CONSULTANT's invoices. CONSULTANT's invoices shall itemize charges to conform with the Compensation/Fee Rate Schedule negotiated for the specific Task Order. DISTRICT shall notify CONSULTANT of any disputed charges within thirty (30) days of receipt of CONSULTANT's invoice. **DISTRICT reserves the right to withhold payment for work that is not invoiced in a timely manner.**

6. INVOICES

All work shall be invoiced in a timely manner. All invoices shall be mailed directly

to DISTRICT's Accounts Payable Section. Each invoice shall include the following information:

A. Purchase Order Number associated with the approved Task Order – (as provided by DISTRICT).

B. Billing Period – (indicating the date(s) when the services were rendered).

Monthly invoices shall be mailed to DISTRICT no later than the 15th day of the month following the end of the Billing Period. Periodic single invoices shall be mailed within 45 business days of Task Order completion. Incomplete invoices will be returned to CONSULTANT for correction.

7. PROJECT PERFORMANCE

A. Commencement of Services

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

B. Time of Completion

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

8. LICENSES

At all times while performing services under this Agreement, CONSULTANT, its employees, agents, contractors and subcontractors shall possess all necessary and appropriate federal and/or state permits and maintain professional licenses required by the applicable federal, state and local regulations.

9. 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 and to fully and adequately complete each approved Task Order.

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.

10. ERRORS AND OMISSIONS

In the event CONSULTANT's data, technical studies, reports, plans, specifications, estimates, work products or any other documents furnished under this Agreement 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, work products or any other documents, any such additional expense shall be borne solely by CONSULTANT. When the agreed upon scope of services to be performed by CONSULTANT are not in conformance with the terms of this Agreement, DISTRICT shall have the right to require CONSULTANT to perform the agreed upon scope of services in conformance with the terms of this Agreement at no additional cost to DISTRICT. When the agreed upon scope of services are not in conformance with

the terms of this Agreement and are of such a nature that they cannot be corrected, DISTRICT shall have the right to (1) require CONSULTANT immediately to take all necessary steps to ensure future performance in conformity with the terms of this Agreement; and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event CONSULTANT receives payment under this Agreement which is later disallowed by DISTRICT for nonconformance with the terms of the Agreement, CONSULTANT shall promptly refund the disallowed amount to DISTRICT on request; or at its option, DISTRICT may offset the amount disallowed from any payment due to CONSULTANT.

11. PERMITS AND RIGHTS OF ENTRY

DISTRICT shall obtain all necessary rights of entry that may be required in order for CONSULTANT to perform the services stipulated by an approved Task Order within and upon privately-owned property. CONSULTANT shall obtain all necessary permits or rights of entry that may be required in order for CONSULTANT to perform the services stipulated by an approved Task Order from any and all affected public entities. Sufficient evidence of having obtained such permits and/or rights of entry shall be furnished to DISTRICT by CONSULTANT, prior to initiation of work. CONSULTANT shall prosecute the work in such a manner as to minimize public inconvenience and possible hazard and shall restore the streets and other work areas to their original condition and former usefulness as soon as practicable. CONSULTANT shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.

12. NOTICES

Any and all notices sent or required to be sent to the Parties of this Agreement will

be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Finance Division

WEST CONSULTANTS, INC.
11440 W. Bernardo Court, #360
San Diego, CA 92127
Attn: Martin Teal

13. REQUIRED INSURANCE

CONSULTANT shall not commence operations until DISTRICT has been furnished with original certificate(s) of insurance and certified original copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. As respects to the insurance section, DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

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

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

- 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 insureds.
- 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 \$1,000,000 per occurrence and \$2,000,000 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 its' sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a 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 for 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 an A:VIII (A:8) unless such requirements are waived, in writing, by DISTRICT's 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 deemed 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 with respect to this Agreement with DISTRICT; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- iii. CONSULTANT shall cause their insurance carrier(s) to furnish DISTRICT with 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 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 DISTRICT 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 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 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 and the monetary limits of liability required under this Agreement if, in DISTRICT 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.
- 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.

14. WORK PRODUCT

CONSULTANT shall provide DISTRICT with all data, calculations, technical studies, plans, specifications, computer files, field notes, estimates, drawings, logs, maps, exhibits, reports and any other documents as set forth in the approved Task Order(s). All data, calculations, technical studies, plans, specifications, computer files, field notes, drawings, logs, maps, exhibits, reports and any other documents produced by CONSULTANT in the performance of the services as set forth in the approved Task Order(s) shall become and remain the sole property of DISTRICT. CONSULTANT shall not publish or transfer any material produced or resulting from

activities supported by this Agreement without the written consent of the General Manager-Chief Engineer of DISTRICT. If any such material is subject to copyright or trademark, the Parties agree that the right to any and all copyright and/or trademark in and to the material is expressly reserved to DISTRICT. If any such material is copyrighted, the Parties hereto understand and agree that DISTRICT reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such material, in whole or in part, and to authorize others to do so, provided written credit is given the author.

15. **INTENTIONALLY DELETED**

16. QUALITY CONTROL

CONSULTANT shall implement and maintain effective quality control procedures throughout all phases of assigned task and/or services. CONSULTANT shall have a quality control plan in effect during the entire time task and/or services are being performed under this Agreement. The plan shall establish a process whereby all calculations and documents prepared under this Agreement are independently checked, corrected and back-checked, and all pertinent job related correspondence and memoranda are bound in appropriate job files. Evidence that the quality control plan is functional may be requested by DISTRICT. All documents and any other items submitted to DISTRICT for review shall be initialed by CONSULTANT's project manager, or his designee, as being fully checked and that the preparation of the material followed the quality control plan established for the work.

17. TERMINATION

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

A. Agreement

- 1) Terminate this Agreement without cause upon providing CONSULTANT

thirty (30) business days written notice stating the extent and effective date of termination; or

- 2) Upon five (5) business 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 any such manner it deems appropriate.

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 work product, equipment, files, records, data or reports prepared by CONSULTANT, whether partially or fully completed.

In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for all services performed in accordance with this Agreement to the date of termination, a total amount which bears the same ratio to the total maximum fee otherwise payable under this Agreement as the services actually bear to the total services necessary for performance of this Agreement. Notwithstanding any of the other 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 29 (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.

B. Approved Task Order

Terminate an approved Task Order or portion thereof without cause upon providing CONSULTANT fourteen (14) days written notice stating the extent and effective date of termination. In the event DISTRICT issues a Notice of Termination for an approved Task Order, CONSULTANT shall: i) stop all work under the Task Order 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 work product, data or reports prepared by CONSULTANT, whether partially or fully completed.

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

18. BASIC SERVICES OF CONSULTANT

The scope of services associated with the performance of any specific Task Order under this Agreement shall be expressly defined and agreed upon prior to the approval of the Task Order by DISTRICT's General Manager-Chief Engineer. Any

changes to the approved scope of services must be authorized by DISTRICT's General Manager-Chief Engineer and shall be made in accordance with Section 23 (CHANGES TO TASK ORDER SCOPE OF SERVICES).

All work prepared by CONSULTANT shall be subject to the approval of DISTRICT's Project Manager. CONSULTANT shall allow Project Manager to inspect and review CONSULTANT's work in progress at any reasonable time. All reports, working papers and similar work products prepared for submission in the course of providing services under this Agreement shall be submitted to the Project Manager in draft form. In the event that Project Manager, in his or her sole discretion, determines the formally submitted work product to be incomplete or otherwise inadequate, CONSULTANT may be required to revise and resubmit the work at no additional cost to DISTRICT. Should CONSULTANT fail to make requested corrections in a timely manner, such corrections may be made by DISTRICT and the cost thereof charged to CONSULTANT. Neither DISTRICT's review nor approval shall give rise to any liability or responsibility on the part of DISTRICT, or waive any of DISTRICT's rights, or relieve CONSULTANT of its professional responsibilities or obligations under this Agreement.

19. PREVAILING WAGE

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. 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. Pursuant to the Labor Code, DISTRICT has obtained for the Board of Supervisors of DISTRICT from the Director of the Department of Industrial

Relations, State of California, his determinations of general prevailing rates of per diem wages applicable to the work and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, apprentices and similar purposes for each craft, classification or type of workman needed, as set forth on the schedule which is on file at DISTRICT office and which will be made available to any interested person upon request.

20. INDEPENDENT CONTRACTOR/NON-EXCLUSIVE AGREEMENT

CONSULTANT and the agents and employees of CONSULTANT shall act at all times in an independent capacity during the term of this Agreement and in the performance of the services to be rendered hereunder and shall not act as or shall not be and shall not in any manner be considered to be employees or agents of DISTRICT. This is not an exclusive agreement between DISTRICT and CONSULTANT, and DISTRICT may obtain the same or similar services from another firm if DISTRICT determines that is appropriate. DISTRICT is not obligated to have CONSULTANT provide a specific minimum amount of services pursuant to this Agreement.

21. SUBCONTRACTING

CONSULTANT may, at CONSULTANT's own expense, retain or employ sub-consultants to accomplish certain portions of the work covered by this Agreement. However, except as specifically provided in the Compensation/Fee Rate Schedule attached to the approved Task Order 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.

Should one or more of the sub-consultants, as identified in the Compensation/Fee Rate Schedule attached to the approved Task Order or as expressly identified in this Agreement, become unavailable, CONSULTANT may substitute other sub-

consultants of equal or greater competence upon written approval by DISTRICT. In the event that DISTRICT and CONSULTANT cannot agree as to the substitution of the sub-consultant, DISTRICT may terminate the Task Order, pursuant to the applicable provisions of this Agreement.

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

22. CHANGES TO TASK ORDER SCOPE OF SERVICES

CONSULTANT shall not perform any additional work or services outside the scope of an approved Task Order without the prior written approval of DISTRICT's General Manager-Chief Engineer. If, at any time during the performance of an approved Task Order, CONSULTANT believes that it is necessary to include certain work or services which are not clearly covered under the scope of an approved Task Order, CONSULTANT shall immediately notify the Project Manager in writing of CONSULTANT's assertion that the work is out of scope. Said notification by CONSULTANT to the Project Manager shall not in any way be construed as proving that the work or services in question are outside the scope of the Task Order. The Project Manager must approve or reject CONSULTANT's assertion in writing. In the event the Project Manager determines that CONSULTANT is correct, the additional work or services shall be authorized by a new or revised Task Order that covers the new scope, cost and schedule. In the event that such notification is not given or if the Project Manager is not afforded an opportunity to negotiate the appropriate fee

for such additional services prior to CONSULTANT's commencement of such additional services, then CONSULTANT shall be deemed to have agreed to perform the work or services without any additional compensation and to have accepted sole responsibility for the performance of said work or services. Extra work done or services performed without a new or revised Task Order from DISTRICT's General Manager-Chief Engineer, shall be considered unauthorized and shall not be paid for by DISTRICT.

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

At any time during the performance of the Task Order, the Project Manager, upon providing five (5) business days written notice to CONSULTANT, may delete services and the associated fees from the Task Order. In the event DISTRICT requests deletion of services from the Task Order, DISTRICT shall make payment for all services satisfactorily performed in accordance with the negotiated Task Order up to the effective date of deletion; the amount of the payment shall be prorated to the total services necessary for completion of the Task Order. Any work product developed for the deleted services shall be provided to DISTRICT.

23. 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.

24. ASSIGNMENT

Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of DISTRICT and approval by DISTRICT Board of Supervisors. The following events shall not be deemed an assignment and would not

require prior written consent by DISTRICT:

- A. A partner in a partnership may transfer all or part of his/her or its interest in the partnership to: 1) another partner of the partnership; 2) by intestate succession or testamentary disposition on the partner's death; 3) by a gift to a partner's spouse or children, to a trustee for the partner's spouse or children, or both; 4) to a corporation if, immediately after the transfer, the partner making the transfer continues to own at least 50 percent of that corporation's voting shares.
- B. Any merger, consolidation or other reorganization of CONSULTANT, or the sale of other transfer of a non-controlling percentage of the capital stock or interest of CONSULTANT, or the sale of not more than 50 percent of the value of CONSULTANT's assets.

For any of the above events not deemed as an assignment, such events shall require written notice to DISTRICT at least 30 days prior to the occurrence of such event.

25. CONFLICT OF INTEREST

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

26. JURISDICTION/LAW/SEVERABILITY

This Agreement is to be construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be

declared severable and shall be given full force and effect to the extent possible.

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

27. 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.

28. NON-DISCRIMINATION

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

29. NON-APPROPRIATION OF FUNDS

It is mutually agreed and understood that the obligation(s) 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 upon receipt of DISTRICT's notification by CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to reimbursement of its costs in accordance with Section 5 (COMPENSATION) and Section 6 (PAYMENT).

30. INDEMNIFICATION

A. Basic Indemnity

To the fullest extent permitted by applicable law, CONSULTANT shall indemnify and hold harmless DISTRICT, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") 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, breach of contract), recklessness or willful misconduct on the part of CONSULTANT or its Subconsultants or their respective employees, agents, representatives or independent contractors or liability whatsoever, based or asserted upon any services of CONSULTANT, its officers, employees, contractors, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including, but not limited to, property damage, bodily injury or death, or any other element of any kind or nature whatsoever arising from the performance of CONSULTANT, its officers, employees, contractors, subcontractors, agents or representatives ("Indemnitors") from this Agreement.

"Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgments, 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.

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 Agreement. 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 31. B. below.

CONSULTANT shall defend, at its sole expense, all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle or compromise any such action or claim with the prior consent of DISTRICT, provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnitees as set

forth herein. CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this Section and California Civil Code Section 2782, this Section shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve CONSULTANT from indemnifying the Indemnitees to the fullest extent allowed by law.

B. Indemnity for Design Professionals:

To the fullest extent permitted by applicable law, CONSULTANT agrees to and shall indemnify and hold harmless DISTRICT, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from all liability and any and all Losses that arise out of, pertain to, or relate to, to the extent caused by any alleged or actual negligence, recklessness or willful misconduct constituting professional negligence on the part of CONSULTANT or its Subconsultants, or their respective directors, officers, partners, employees, agents, representatives or independent contractors, or any person or organization for whom CONSULTANT is responsible, arising out of or from the performance of services under this Agreement. 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.

As respects each and every indemnification herein, CONSULTANT shall defend and pay, at its sole expense, all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards against the Indemnitees, 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 or 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.

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.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle or compromise any such action or claim with the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnitees as set forth herein.

CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to Indemnitees the appropriate form of dismissal relieving Indemnitees from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT's obligations to indemnify and hold harmless Indemnitees from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve CONSULTANT from indemnifying DISTRICT to the fullest extent allowed by law.

- C. CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in sections 31, A and B from each and every Subconsultant of every Tier. 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. 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.

31. 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.
32. 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.
33. RECORD RETENTION/AUDIT – CONSULTANT shall retain complete and accurate records relating to all reports, documents and related records documents, including records related to the nature and extent of CONSULTANT's costs incurred while

providing services authorized under this Agreement, for at least five (5) years following the termination of 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.

34. 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. The only exception to this shall be if disclosure is approved in advance in writing by DISTRICT or if the disclosure is made to CONSULTANT's subcontractors as anticipated by this Agreement. CONSULTANT shall observe all federal, state and county laws, and county policies concerning confidentiality of records.

CONSULTANT shall refer all requests for information to DISTRICT. These same requirements shall be applicable to any of CONSULTANT's subcontractors. CONSULTANT shall include the requirements stated in this Section of this Agreement with any of its subcontractors.

35. 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.

36. COUNTERPARTS: ELECTRONIC SIGNATURES – This Agreement may be

executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA" Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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


April 26, 2022

(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 PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board


By: 
SYNTHIA M. GUNZEL
Chief Deputy County Counsel

By: 
Deputy

(SEAL)

West Consultants, Inc.
Consulting Services Agreement
FY 2022-23 to FY 2026-27
12/16/2021
BB:blm

WEST CONSULTANTS, INC.



Signature of Responsible Officer

Martin J. Teal

Printed Name

President

Title

West Consultants, Inc.
Consulting Services Agreement
FY 2022-23 to FY 2026-27
12/16/2021
BB:blm

ATTACHMENT A

Service Category A. HYDROLOGY AND HYDRAULICS

**Table A-1
SERVICE CATEGORY CHECKLIST
HYDROLOGY AND HYDRAULICS**

TASK	
A.1	Master Drainage Plans, Hydrology and Other Planning
A.2	Hydraulic Modeling
A.3	Stream Geomorphology/Scour Assessment and Restoration
A.4	FEMA CLOMR/LOMR Preparation
A.5	Dam Inundation Study and Mapping
A.6	Post Fire Hazard Assessment

ATTACHMENT B

SCOPE OF SERVICES

Service Category A. HYDROLOGY AND HYDRAULICS

Task A.1 Master Drainage Plans, Hydrology and Other Planning Studies

Work performed under this section may involve the following:

- Perform hydrology calculations using District approved methods
- Evaluation of detention storage options/locations
- Development and evaluation of alternative facility types and alignments
- Perform hydrologic routing and hydraulic calculations as needed
- Develop planning level cost estimates using District approved unit cost analysis
- Preparation of report summarizing the study
- Review and evaluate hydrology methodologies
- Review and evaluate rainfall data
- Review and recommend updates to District Hydrology Manual
- Water Conservation service as described in Task G.5
- Provide classroom like training on one or more of the topics in this category

Task A.2 Hydraulic Modeling

Firms responding to this Task must demonstrate knowledge and experience developing and performing computerized hydraulic models using WSPGW, HEC-RAS 1D (steady and unsteady) and/or 2D, Flo-2D Pro or other District accepted computer application for the design or analysis of storm flow through existing waterways, urban communities, as well as existing or proposed flood control facilities and structures. Required modeling may include but is not limited to: improved or natural open channels, streets, levees, drop structures, closed conduit systems, inlets, hydraulic junctions, street flow capacity, culvert design, and bridge/pier analysis. Firms shall be familiar with rainfall and hydrograph model inputs and incorporating the District's Hydrology Manual. Firms shall use topographic mapping provided by the District or, if not available, supplement with USGS or best available topography. All work shall be performed in accordance with District standards and any special criteria established by the District. Firms shall be able to estimate appropriate model inputs, including channel cross sections, roughness values from topographic data, aerial photographs, and field reconnaissance. Firms must be able to interpret model outputs, including but not limited to water surface elevations, depths, velocities, flow regimes, critical depth, and Froude number. Firms must prepare reports documenting the approach of the hydraulic analysis, discharges, depths, and velocities at identified points of interest, and prepare associated work maps and final exhibits.

Firms shall identify in their Service Category Qualifications what hydraulic modeling software packages their firm has expertise in from those listed in the District Accepted Software Memo, dated July 1, 2016. Of additional interest is firms with experience and expertise developing and running scale physical hydraulic models of complicated hydraulic structures that may be considered for construction.

Prospective firms shall indicate the qualifications, experience, licenses, certificates, and academic degrees that their employees, who will be performing these services, possess. All hydraulic modeling and reports must be stamped and signed by a Civil Engineer licensed in the State of California.

The District is also interested in understanding which firms have experience providing classroom like training on or more of the HEC RAS 1D and 2D.

Task A.3 Stream Geomorphology/Scour Assessment and Restoration

Firms responding to this Task must demonstrate that it has staff with expertise and applicable* experience to provide all of the following types of services, including any field investigations, hydrologic, and/or hydraulic modeling necessary:

- Investigate and assess current conditions of stream systems to identify potential causes for geomorphic instability.
- Estimate the type and direction of future stream geomorphology based on existing conditions and anticipated future development.
- Estimate long term sediment transport.
- Provide a formal report containing detailed, project-specific, tailored recommendations for construction of localized scour protections, or for creek restoration projects that would establish geomorphic stability without compromising flood conveyance or maintainability. The expectation is that this report would provide all necessary information to facilitate development of plans for construction.
- Evaluate flooding and debris flow risk to life and property due to post wildfire.

**Applicable experience must be for ephemeral stream systems in semi-arid/arid environments comparable to Riverside County.*

Task A.4 FEMA CLOMR/LOMR Preparation

Firms shall prepare hydrologic models and hydraulic models as described in Task A.1 and A.2 including a duplicate effective, corrected effective, existing, and proposed conditions model, as needed. Firms shall prepare the water surface elevation profiles, floodplain work-maps, and annotated FIRM panels.

Firms shall prepare MT-2 forms to include in a package to FEMA detailing the changes initiating the revised floodplain mapping. Prepare Conditional Letter of Map Revision (CLOMR) and a Letter of Map Revision (LOMR) application package to include hydrologic and hydraulic models, completed FEMA certification forms, floodplain work maps, revised flood profile, and annotated FIRM panels showing the revised floodplain. Firms shall coordinate with the District and FEMA to revise the CLOMR/LOMR based on review comments.

CLOMR/LOMR preparation for levees will include additional tasks. Firms shall review previous geotechnical reports and/or complete additional geotechnical analysis to determine whether the levee meets Title 44 of the Code of Federal Regulation, Section 65.10 (44 CFR 65.10) for mapping of areas protected by levee systems. Firms shall be able to determine whether the levee meets FEMA design criteria for slope stability, foundation stability, and settlement. Verify the levee meets the FEMA criteria for freeboard. Toe scour shall be calculated to determine embankment protection and foundation stability. Interior drainage analysis will involve determining whether high flow in the channel will flood interior areas due to backwater. Updated floodplain maps shall also include "without levee" floodplains analysis in case a levee does not meet 44 CFR 65.10.

Task A.5 Dam Inundation Study and Mapping

Firms shall be disciplined and capable of providing engineering services to develop a dam inundation study. These services include a hydrologic analysis, dam break analysis, hydraulic modeling, and appropriate dam inundation mapping limits based on multiple dam failure scenarios. Hydrologic modeling will be performed in accordance with the District's Hydrology Manual (dated April 1978) and HMR 58/59 to generate the Probable Maximum Flood (PMF). Dam breach analyses may utilize both actual dam characteristics and empirical equations for both fair weather and hydrologic scenarios. Using topographic mapping, develop hydraulic models that will dynamically route the spillway, and dam-breach hydrographs to the appropriate outfalls. Tasks would include preparation of a report including the technical studies and inundation maps in accordance with Cal-EMA regulations and guidelines.

Task A.6 Post-Fire Hazard Assessment

Firms responding to this Task must demonstrate that it has staff with experience and technical capability to provide all of the following types of services, including any field reconnaissance, hydrologic and/or hydraulic modeling necessary:

- Collect and assess post fire work products from BAER Team, WERT Team, California Geologic Survey, USGS, Cal Fire, and others to determine debris flow risk in watersheds that potentially impact developed areas.
- Investigate and assess current conditions of main watercourses for sediment loading, debris availability, size of visible debris in the channels, evidence of historic debris-flows, etc.
- Topographic mapping shall be provided by the District or, if not available, prepare LiDAR mapping and/or topographic mapping.
- Experience and technical capability of developing two-dimensional hydraulic models using Flo-2D PRO or HEC-RAS 2D, or other District accepted programs. Firms shall be familiar with rainfall and hydrograph model inputs and incorporating the District's Hydrology Manual.
- Provide a formal report, exhibits and GIS layers documenting methodologies, modeling analysis and results from other tasks to determine flood and debris flow risk.

Service Category B. STRUCTURAL DESIGN

Task B.1 Custom Structural Design (Reinforced Concrete)

Firms responding to this Task must demonstrate experience, knowledge, and familiarity with performing reinforced concrete structural design for new or rehabilitation of existing flood control facilities.

Typical reinforced concrete flood control facilities include but are not limited to box culverts, pipes, rectangular channels, trapezoidal channels, bridges, drop structures, pier noses, cutoff walls, retaining walls, parapet walls, and junctions. Firm should also be capable of designing modifications to standard structures as needed to accommodate penetrations, non-standard junctions, utility protection measures, etc. All work shall be performed in accordance with current applicable codes, District standards, and any special criteria established by the District.

All structural designs, dimensions, and reinforcing steel schedules will be required to be detailed on project plans and stamped by a Civil Engineer registered in the State of California.

Task B.2 Evaluating Structural Integrity of Existing Flood Control Structures

Firms responding to this Task must demonstrate experience, knowledge, and familiarity with performing structural analysis, non-intrusive field inspections (such as high definition video inspections), or intrusive means (such as core drilling) to assess the structural integrity of existing structures. Assessment of such structures may be due to the aging of such facility or due to proposed temporary or permanent loads that maybe beyond the as-built condition.

All work shall be performed in accordance with current applicable state and federal codes.

All structural analysis, inspection reports, and repair recommendations will be summarized in a report stamped by a Civil Engineer registered in the State of California.

Service Category C.

CONSTRUCTION OVERSIGHT AND MANAGEMENT

Task C.1 Full Service Construction Management

Firms responding to this Task must have an established team of local staff that is qualified and experienced in providing full service Construction Management for flood control or similar linear underground projects. Relevant past experience should include construction management for linear projects within the 'built' environment, such as within existing paved public roads, and experience with applicable codes and standards used in the construction of flood control facilities.

Firms providing Full Service Construction Management would act as an agent of the District, provide all necessary oversight to verify and enforce compliance with the plans and specifications, over the three phases of a construction project: Preconstruction, Construction, and Closeout.

Firms must present an established and appropriately qualified local team that covers the following roles:

- 1) *Construction Manager*: This person would be responsible for coordinating all consultant operations in providing full-service construction management, and would be the primary point of coordination with the District and the Contractor. The personnel in this role should have a minimum of five (5) years of experience as a lead in providing construction management over relevant construction projects. Must be a PE-Civil in California, and should have knowledge of hydraulics and reinforced concrete structures.
- 2) *Field Inspector*: See C.2 below for requirements.
- 3) *Materials Testing and Analysis*: See C.3 below for requirements.

Task C.2 Inspection

Firms responding to this Task must identify local staff that have the experience and qualifications to provide full or part time inspection on flood control projects, including all documentation necessary to track progress, estimate quantities, verify payment requests, etc. Emphasis should be placed on experience inspecting construction projects within a 'built' environment, such as within existing paved public roads, and experience with applicable standards and conventions used in the construction of flood control facilities.

The inspector(s) shall have a minimum of five (5) years of experience inspecting relevant construction projects and shall be a trained competent person as defined by 29 CFR 1926.650. Inspection staff that are certified as a Qualified SWPPP Practitioner (QSP) are also desired to ensure that the District (as project owner and LRP) stays in compliance with the Construction General Permit.

Task C.3 Materials Testing and Analysis

Firms responding to this Task must identify the staff available to perform testing and reporting on materials such as earthwork, concrete, and asphalt. The equipment and/or laboratories that will be utilized shall also be referenced. Testing may consist of, but not be limited to, the following:

- Soil Sieve and Proctor Testing
- Soil Consolidation Testing
- Field Density Testing
- Concrete Cylinder Fabrication and Testing
- Asphalt Concrete Testing
- Precast Concrete Materials and Fabrication Audits.

Staff identified for providing Materials Testing and Analysis must have a minimum of two (2) years of relevant experience, specifically including experience in the use of a Nuclear Moisture/Density Gauge, and must have and maintain all required industry or equipment certifications. Possession of appropriate American Concrete Institute (ACI) Certifications is preferred.

Service Category D. GEOTECHNICAL AND POTHOLING

Task D.1 Subsurface Soils Investigation and Engineering Analysis

Firms responding to this Task must demonstrate relevant experience and appropriate licensure/certifications for providing the following types of Geotechnical Engineering Services, **including performance of any necessary field investigations and lab testing that may be required** to support design of flood control facilities.

Field Investigations and Engineering Recommendations for:

- Grading and Site Clearing that may be Necessary for the Construction of the Project
- Excavation and Rip ability
- Seismic Refraction Survey
- Potential Groundwater Impacts for the Project
- Allowable Bearing Capacity and Foundation Preparation/Ground Improvement
- Flexible and Rigid Pavement Design
- Unit Weight for compacted fill
- Moisture Content Necessary to Use Excavated Soils in Compacted Fill
- Soil Classification and Physical Properties
- Lateral Earth Pressure for Design or Analysis of Earth Retaining Structures
- Maximum Modulus of Subgrade Reaction
- Slope Stability and Protection
- Seismic Stability & Liquefaction
- Seepage Analysis
- Open and Braced Excavation (Shallow/Deep)
- Infiltration feasibility
- Corrosivity

Task D.2 Dam/Levee Design and Rehabilitation

The District is seeking firms with experience and qualifications in designing new Dams/Levees, as well as rehabilitating existing Dams/Levees.

Firms responding to this Task must demonstrate relevant experience and appropriate licensure for the types of work described below:

Most dams will be under the jurisdiction of California Department of Water Resources, Division of Safety of Dams (DSOD), thus, experience working with DSOD is desired. The consultant will be expected to lead a multidisciplinary team to perform work such as feasibility studies, site reconnaissance and geotechnical/geologic investigations, seismic and stability analysis, embankment material sourcing and selection, seepage analyses and mitigation, filter design, spillway and outlet works design, and analysis and mitigation of potential failure modes. The consultant may also be tasked to review, study, and analyze existing dams and provide recommendations and construction plans for rehabilitation measures.

With regard to levees, the consultant must have demonstrated experience in the design of earthen levees, slope protection, scour/toe protection, foundation requirements, embankment material, seepage analysis, slope stability, settlement analyses, levee transitions, etc., and design such structures to meet Federal Emergency Management Agency (FEMA) criteria. The consultant may also be tasked to investigate existing levees and prepare a report of the findings with recommendations for rehabilitation.

Task D.3 Potholing and Utility Location

Firms responding to this Task shall demonstrate relevant experience, licensure, and certifications for providing

Underground Utility Potholing Services for District Capital Improvement Projects, including all of the following:

- Coordination with each of the utility companies, such as verifying utility type and material, ensuring protection of the utility during potholing, etc.
- Secure any required encroachment permits, including design and implementation of any necessary temporary traffic controls as may be required by the local agency.
- Performance of air vacuum excavation "Air Knife" pothole technology or other appropriate investigative methods.
- Detailed reports including ALL of the following:
 - Size and dimensions of utility and/or encasement
 - Type and material of utility
 - Depth to top and bottom of utility
 - Digital photographs of utility
 - Thickness and type of all paving materials
 - Additional conflicts/observations such as previously unidentified utilities, unusual subsurface conditions, utility encasements, etc.
- Traffic control approved by local or State transportation agency
- Restoration of the property, pavement, landscaping, etc. following potholing.

Service Category E. ENVIRONMENTAL AND REGULATORY COMPLIANCE

Task E.1 CEQA and/or NEPA Compliance and Constraints Analysis, including Document Preparation, Noticing, Distribution, and Public Meetings

Prepare and distribute CEQA documents such as an Initial Study, Mitigated Negative Declaration, and/or Environmental Impact Report (EIR). On occasion, separate or joint CEQA and NEPA documents may be required.

Provide measures and/or recommendations to mitigate potentially significant impacts, and prepare Mitigation Monitoring and Reporting Program (MMRP), when necessary.

Attend public scoping meetings and/or public hearings to support the District, and prepare and distribute applicable public notices (e.g., Notice of Intent, Notice of Preparation, Notice of Determination, etc.).

Prepare a Preliminary Environmental Assessment Report (PEAR), which is an environmental constraints analysis that generally includes all CEQA topics, MSHCP compliance and any potential regulatory permitting issues (401/404/1602). The PEAR assists the District to identify design constraints early in the planning process. *Note that although similar in intent, this is not the same as a Caltrans PEAR.*

Task E.2 Cultural Resources Investigations, Surveys, and Monitoring, including Short Notice Discovery Response and Assessment

Prepare a Cultural Resources Report that addresses all potential issues related to archaeological, traditional, and built environment resources in accordance with applicable federal, state, and local laws and regulations regarding cultural resources pursuant to CEQA/NEPA and/or regulatory permitting processes including, but not limited to, Section 106 of the National Historic Preservation Act.

Typical services include record search, map and literature search, Sacred Lands records check with the Native American Heritage Commission (NAHC), scoping with tribes, pedestrian surveys, identification of the Area of Potential Effect (APE), cultural resource recordation and evaluation, mitigation plans Historic American Buildings Survey (HABS), and the Historic American Engineering Record (HAER), when necessary.

Conduct cultural resources monitoring for District construction and/or maintenance activities.

Consultants should be available on short notice (24 to 72 hours) to assess and respond to any accidental cultural resources discoveries during ongoing construction, operations, and maintenance work. This includes evaluating any discoveries in compliance with applicable laws and regulations.

Task E.3 Paleontological Resources Investigations, Surveys, and Monitoring, including Short Notice Discovery Response and Assessment

Prepare a Paleontological Resources assessment including paleontological resource records searches, literature searches, and pedestrian surveys in order to identify potential issues related to paleontological resources in accordance with applicable federal, state, and local laws and regulations, CEQA/NEPA environmental review and/or regulatory permitting processes.

Conduct paleontological resources monitoring for District construction and/or maintenance activities. For properties found to have high sensitivity for paleontological resources, provide paleontological resource mitigation plans, construction monitoring, recovery of resources, preparation and identification of specimens, and reporting that meets County of Riverside review standards.

Consultants should be available on short notice (24 to 72 hours) to assess and respond to any accidental paleontological resource discoveries during ongoing construction, operations and maintenance work. This includes evaluating any discoveries in compliance with applicable laws and regulations.

Task E.4 **General Biological Resources Assessment, MSHCP Consistency Assessment, HANS, JPR, and DBESP**

Prepare a Biological Resources Assessment that addresses any potential biological issues and concerns for the project area including, but not limited to:

- Literature review and reconnaissance surveys to prepare habitat assessments for sensitive or listed plant and wildlife species.
- Biological resources impact analysis in accordance with CEQA in terms of regional planning, and city, state, and federal laws and guidelines to comply with all existing biological resource laws, regulations, and court precedent.
- Propose recommendations for avoidance and/or measures to minimize impacts.
- Applicable Habitat Conservation Plans consistency assessment, such as the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP), Coachella Valley MSHCP, and Tribal Habitat Conservation Plan.
- Prepare Joint Project Review (JPR), Determination of Biological Equivalent or Superior Preservation (DBESP), and Habitat Assessment and Negotiation Strategy (HANS), if necessary.

Task E.5 **Focused Surveys, Monitoring, Trapping, Holding/Handling or Relocating**

Perform focused surveys for sensitive or listed plant and wildlife species to comply with CEQA, MSHCP, FESA, and CESA. Staff must be familiar with accepted protocols for listed and/or sensitive species. Please also fill out Table E-2 to show the qualifications your firm or your subs for specific species shown in the table. If your firm has permitted biologists, please specify by staff name and permits held. Indicate your firm's permitted level of interaction with the species listed on Table E-2 (e.g., is your firm qualified to survey and have the required permits to also handle, hold, and relocate species such as SBKR, LAPM, burrowing owls, or the Santa Ana Sucker).

Task E.6 **Pre-construction Nesting Bird, Burrowing Owl, and Other Species Surveys, and Short Notice Biological Resources Discovery Response and Assessment**

Perform pre-construction surveys for nesting birds, burrowing owls, and other species to comply with CEQA, MSHCPs, FESA, CESA, Migratory Bird Act, and regulatory permits. Consultants should be available by short notice (24 to 72 hours) to respond and assess species sited near the District's construction, operations, and/or maintenance work and recommend avoidance measures.

Task E.7 **Jurisdictional Delineations, including Permit Preparation and Negotiation with Resource Agencies, and HMMP Report Preparation**

Prepare a Jurisdictional Area Delineation Report and Impact Analysis, including significant nexus evaluation, that addresses all potential issues related to "Waters of the U.S." and wetlands (Clean Water Act), "Waters of the State" and wetlands (Porter-Cologne Water Quality Control Act), and areas under the jurisdiction of the California Department of Fish and Game Code (Section 1600 et. seq.).

Prepare 401/404/1602 permit applications and provide support to District during discussions and negotiations with regulatory agencies during the permitting process.

Prepare a native Habitat Mitigation and Monitoring Plan (HMMP) in compliance with project permits.

Task E.8 **Invasive Vegetation Removal, Habitat Restoration and Enhancement, HMMP Implementation, Plant Pallet/Seed Mix, and Cuttings/Plantings for District Mitigation Projects and/or Facilities**

Perform field work such as invasive plant removal, trash removal, plantings including cuttings, hydroseed and container plants, irrigation placement and maintenance, monitoring and reporting to meet regulatory permit requirements and/or to implement an approved HMMP. Additionally, consultants should be able to provide plant pallet/seed mix for District projects and facilities. Please describe any regulatory permits (Sections 404, 401, 1602, aquatic pesticides) that your firm currently has that authorize invasive plant removal within jurisdictional areas.

Task E.9 Phase Land Phase 2 ESA, and/or Hazardous Material Presence/Absence Reports, Monitoring, and Short Notice Discovery Response and Assessment

Provide Hazardous Materials report to evaluate potential impacts related to environmental hazards and hazardous materials and determine the presence/absence of any hazardous materials in accordance with California Government Code Section 65962.5. Consultant should assess potential for discovering hazardous materials during construction, operation, and maintenance of District facilities, and should make recommendations on how to handle any potential hazardous waste.

Perform hazardous material monitoring during construction and maintenance of District facilities.

Consultant should be available by short notice (24 to 72 hours) to assess and respond to any accidental hazardous material discoveries during the District's ongoing construction, operations, and maintenance work. This would include monitoring and evaluating any hazardous materials discoveries in compliance with all applicable laws and regulations.

Task E.10 Air Quality and Greenhouse Gas Analysis with Project and Programmatic-level Technical Expertise, and Mitigation pursuant to the AOMD Standards and CEQA

Provide air quality and greenhouse gas (GHG) impact analyses for District construction and maintenance activities, and programmatic analysis for Master Drainage Plans. The air quality and GHG analysis should be prepared in accordance with the South Coast Air Quality Management District (SCAQMD) requirements and will support the District's CEQA analysis.

Task E.11 Noise and vibration studies and mitigation prepared pursuant to CEQA

Provide noise and vibration analysis for potential construction and maintenance impacts on nearby sensitive receptors to support the District's CEQA analysis.

Service Category F. WATERSHED PROTECTION PROGRAMS

Task E.1 NPDES Program Administration and Support

Firms proposing to provide support to the District in the development of NPDES compliance programs must demonstrate qualifications and experience in one or more of the following Tasks:

General NPDES Program Support

May include efforts such as, but not limited to: researching and providing expert guidance and recommendations regarding regulatory issues at the federal, state, and local level on Regional and General NPDES Permits and related policies, law and regulations; developing letters (or other professional correspondence) and/or providing expert testimony on the District's behalf; representing the District and/or Permittees at stakeholder/technical groups or meetings; developing Permit compliance documents; annual reporting; and developing associated tools to facilitate compliance strategies.

NPDES MS4 Permit Support

May include efforts such as, but not limited to: researching regulations, other compliance programs, and permits in support of permit renewal process and/or compliance program development; developing cost-effective strategies for addressing Permittee issues and/or permit compliance requirements; developing Reports of Waste Discharge and/or comments and alternative language to draft/redline permits; and providing expert testimony and draft comment letters to local, state and federal agencies regarding NPDES MS4 issues.

Program Assessment and Reporting

May include efforts such as, but not limited to: compiling/analyzing data for annual report submittals; providing compliance program audits and recommendations for improvement; and coordination and preparation of reports (including annual reports) and assessments required to demonstrate and document compliance with MS4 Permits.

Training/Outreach

May include efforts such as, but not limited to developing and implementing creative and effective methods for training/outreach on relevant issues such as Low Impact Development, MS4 Permit Implementation for Permittees, Pollution Prevention Practices and other Regional and statewide General NPDES Permits

Program Funding

Identify and facilitate additional methods for funding NPDES compliance programs such as, but not limited to identifying grant opportunities; developing applications and providing administration for grants; as well as other available funding mechanisms.

Task E.2 TMDL/Alternative TMDL/Basin Planning Support

Firms proposing to provide support to the District in the development of and compliance with TMDLs, Alternative TMDL projects, and in facilitating updates to the Basin Plan must demonstrate qualifications and experience in one or more of the following Tasks:

Basin Planning Support

May include efforts such as, but not limited to: Supporting Use Attainability Analyses, Site Specific Objectives and/or other Water Quality Control Plan amendments with literature review, regulatory alternatives assessment, monitoring, modeling, and Task force facilitation.

303(d) List Evaluation

Review of draft 303(d) lists for errors, gaps, and other issues that may facilitate appropriate listing/de-listing of water quality parameters; designing and implementing programs to gather relevant information and perform the analyses necessary to support de-listing of appropriate constituents; and preparing written comments and testimony

on existing or potential future 303(d) listings.

TMDL/Alternative TMDL Development Coordination

May include efforts such as, but not limited to providing expert guidance and technical support to MS4 Permittee stakeholders during the development of TMDLs; leading third-party TMDL efforts; and coordinating and facilitating responses to Regional Board CWC 13267 information requests.

TMDL/Alternative TMDL Compliance Support

May include efforts such as, but not limited to: developing TMDL Urban Source Evaluation Plans; identifying cost-effective methods (local, sub-regional and regional structural and source control solutions) for compliance with TMDL Waste Load Allocations; supporting MS4 Permittee negotiations with regulators and other responsible parties to design and fund cost effective compliance approaches; developing TMDL compliance assessment and verification approaches; and developing required TMDL reports.

Pollutant Fate and Transport Modeling and Analysis

May include efforts such as, but not limited to: developing advanced models and quantitative analyses for estimating pollutant loads from various sources including urban, natural and uncontrollable sources and evaluating compliance program effectiveness to address reasonable assurance analysis requirements; incorporating other study results into existing TMDL/Alternative TMDL models and analyses; providing expert evaluation of modeling and quantitative analysis efforts by other parties including the adequacy of such efforts to address stated goals.

Task F.3 Water Quality Monitoring and Assessment

Firms proposing to provide support to the District and/or the Permittees' monitoring programs must demonstrate qualifications and experience in one or more of the following Tasks:

Monitoring Program Design

May include efforts such as, but not limited to development of monitoring programs, procedures, training, and resources consistent with USEPA, SWAMP and Regional requirements; and preparation of special studies regarding stormwater science, monitoring, and/or compliance programs.

Monitoring Program Reporting and Assessment

May include efforts such as, but not limited to: preparation of annual monitoring reports in accordance with the MS4 Permits or other regional and statewide General NPDES Permits, preparation of summary reports for elected official, municipal leadership and general public audiences; conducting statistical and/or other compliance analyses of monitoring data and/or other data; producing professional exhibits and maps displaying tributary areas, analysis results, problem areas and other assessment data; creating and/or updating GIS data to perform geospatial modeling and analysis; performing, and reporting on QA/QC analysis of data; and formatting and uploading of water quality data to CEDEN or other databases as directed, such as the SMC Portal.

Water Quality Monitoring

May include efforts such as, but not limited to: performing field water quality monitoring/sampling activities and/or studies (e.g., receiving water and outfall monitoring); conducting desktop and field reconnaissance for potential sampling locations; performing illegal discharge identification monitoring; performing bioassessment¹ monitoring; conducting sediment bed sampling; conducting genetic marker water quality sampling, conducting Toxicity Identification Evaluations/Toxicity Reduction Evaluations; acquiring access and/or special permits; preparing and submitting sampling event status reports and field data sheets; preparing technical memorandums, providing expertise supportive of negotiations relevant to monitoring requirements; performing hydromodification monitoring using most up to date procedures and tools.

¹ Bioassessment activities include collection of freshwater benthic macroinvertebrates and requires a General Use Fish & Wildlife Scientific Collecting Permit.

*Bioassessment activities include collection of freshwater benthic macroinvertebrates and requires a General Use Fish & Wildlife Scientific Collecting Permit.

Task F.4 Laboratory Analysis

It is preferred that firms proposing to provide lab analysis services, in support of the District and/or Permittees' monitoring requirements, have:

- Appropriate Certifications (ELAP, NELAP and/or other EPA/RWQCB/MS4 Permit required certifications including bioassessment taxonomy certifications)
- Stormwater Monitoring Coalition (SMC) Lab Intercalibration participation or certification for chemistry and toxicity (as appropriate).
- Ability to produce SWAMP-compatible reports for CEDEN upload (paper and electronic)
- Additional technique specific certifications for innovative analysis methods (e.g., PCR, coliphage, etc.)

In addition, firms should demonstrate qualifications and experience in one or more of the types of analyses listed below. Specific analyses capabilities should be submitted with the qualification package. All sample handling, storage, and analysis will be in accordance with 40 CFR Part 136 (latest edition) "Guidelines Establishing Test Procedures for the Analysis of Pollutants", guidance developed by the State Water Resources Control Board (SWRCB) pursuant to Water Code Section 13383.5, or other methods more sensitive than those specified in 40 CFR 136. Analytical methods should comply with the Stormwater Ambient Monitoring Program (SWAMP)"MethodLookUp", list (http://ceden.org/CEDEN_Checker/Checker/DisplayCEDENLookUp.php?List=MethodLookUp) if appropriate. Analysis results and reporting should comply with the State Water Resources Control Board (SWRCB) Minimum Levels (MLs) and/or Stormwater Ambient Monitoring Program (SWAMP) Target Reporting Limits.

Chemical Analyses

The firm should have the ability to analyze an array of water quality constituents. The firm should confirm they can perform the types of suites listed below in Table F-2. For a complete list of individual constituents refer to Table 6-2: Master List of Analytical Constituents within the QAPP, Volume II of the Consolidated Monitoring Plan available online (<https://rcwatershed.org/programs/monitoring>). Additional information may be requested to consider On-Call List qualification. Test matrices include both water and sediment. Include Table F-2 within Section 1 of your Service Category Qualifications PDF (See RFQ Section VI.C for more info).

Toxicological Analyses

The firm should have the ability to conduct whole effluent acute and chronic toxicity (WET) testing utilizing an array of organisms including, but not limited to, *Raphidocelis subcapitata* (formerly named *Pseudokirchneriella subcapitata*, and *Selenastrum capricornutum*), *Hyaella Azteca*, *Pimephales promelas*, *Strongylocentrotus purpuratus* and *Ceriodaphnia dubia*. Test matrices should include both water and sediment, as appropriate. All tests must pass USEPA test acceptability criteria. Reports must include the statistical results and a written summary with an explanation of any QA issues regarding that data. For a complete list of individual constituents refer to Table 6-2: Master List of Analytical Constituents within the QAPP, Volume II of the Consolidated Monitoring Plan available online (<https://rcwatershed.org/programs/monitoring>). The firm should confirm which toxicological analysis they can perform and provide a description of any exceptions to these analyses or proposed equivalent alternatives, as appropriate. Include Table F-3 within Section 1 of your Service Category Qualifications PDF (see RFQ Section VI.C for more info).

Additionally, please provide information on the following analyses, if applicable:

Biological Analyses

The firm should have the ability to conduct biological analyses, including collection of macroinvertebrate samples, physical habitat characterization measurements, and collection of freshwater algae samples, however this is not required. Analysis of macroinvertebrate samples must include taxonomic composition. Analysis of algae samples

must include algal taxonomic composition (diatoms and soft algae), and algal biomass (ash-free dry mass and chlorophyll-a). Biological sample and measurements must be collected in accordance with the most current SWAMP Bioassessment SOPs (e.g., Reachwide Benthos (Multihabitat) Procedure, etc.). The firm should have the ability to use bioassessment samples, measurements, and water chemistry data for calculation of an Index of Biological Integrity (IBI) for macroinvertebrates as based on the most current calculation method. The firm should have the ability to calculate an IBI for algae for a given monitoring station where bioassessment monitoring was conducted, when a calculation method is developed. The firm should have the ability to conduct stream assessments using California's Rapid Assessment Methodology for riparian plant assessment. The firm should have capacity to store and archive identified organisms on behalf of the District for a period of not less than three years from the date that all QA steps are completed. The firm should provide a description of any exceptions to these analyses and any proposed equivalent alternatives, as appropriate. Include Table F-4 within Section 1 of your Service Category Qualifications PDF (see RFQ Section VI.C for more info).

Genetic Analyses

The firm should have the ability to conduct polymerase chain reaction (PCR), quantitative PCR (qPCR), and/or digital PCR (dPCR) analyses, including the most up to date approved EPA methods such as U.S. EPA Method 1696 for HF183, however, they are not required. Additional genetic analyses methodologies may also be considered, as well as coliphage analyses. Include Table F-5 within Section 1 of your Service Category Qualifications PDF (see RFQ Section VI.C for more info).

Task F.5 Water Conservation

Firms proposing to provide Water Conservation services should demonstrate knowledge and experience with groundwater recharge master planning, recharge facility design and assessment, and integrated regional water management planning activities with respect to integration of water recharge functions into existing and future flood control facilities.

Water Conservation Planning and Design Support

May include efforts such as, but not limited to: providing water conservation planning services for stormwater facilities such as open channels, basins, dams, and similar infrastructure; water conservation planning may include evaluation of stormwater capture, dry weather runoff capture, artificial recharge, or other water sources within existing or proposed District facilities; setting appropriate regional water conservation goals based on quantitative and qualitative evaluation of local groundwater basin master plans, salt, and nutrient management plans, urban water management plans or other appropriate planning studies or groundwater investigations; development of criteria to assist in establishing priorities for individual water conservation projects, including consideration of water resource needs, multipurpose opportunities, water rights considerations, and other opportunities/constraints that should be assessed when considering water conservation projects; preparation of planning reports, plans, and specifications, and cost estimates for various water conservation projects; and applying for and managing water conservation grants.

Hydrologic and Hydrogeologic Investigations

May include efforts such as, but not limited to conducting hydrologic and hydrogeologic investigations of potential recharge sites. These would include field investigations and hydraulic and geotechnical analyses necessary to characterize recharge potential of existing and future project sites; evaluating the potential for groundwater mounding and its potential impacts on recharge volumes; assessing ambient groundwater quality and potential recharge source water quality to determine potential constraints and opportunities for recharge; performing cone penetration tests, soil borings (including soil sampling), infiltrometer testing, and long term pilot-percolation tests using ASTM or other appropriate standards for such work.

Task F.6 Emergency Post-Fire Sediment Monitoring

When wildfires impact the drainage areas served by District facilities (i.e., District owned and operated basins, channels, supporting infrastructure, and rights-of-way etc.) the facilities may receive abnormally high sediment loads during subsequent storm events that can impact the facilities' primary functions. To mitigate these impacts, the District implements maintenance to remove sediment and to restore capacity and function. The material from sediment removal activities needs to be transferred to a receiving facility, such as sanitary landfills, publicly owned

properties, and private properties. Firms proposing to provide support to the District and/or the Permittees' emergency sediment monitoring program must demonstrate qualifications and experience in the following Tasks:

Monitoring Support, Design, and Coordination

Prepare and develop post-fire sediment monitoring programs; sampling design, analysis lists, and waste/sediment characterization plans; performing sediment quality monitoring, sampling event coordination, prepare sediment samples and expedited transport to certified contracted laboratory for sediment quality analysis; conduct desktop and field reconnaissance for project sampling locations; perform on-site air quality monitoring; if requested; procure access permits and/or other related special permits. Firms shall have an understanding of sediment collection procedures and processing consistent with USEPA, State, Local and private industry guidance or requirements, as well as understand requirements pursuant to Waste Acceptance Plans required by waste receiving facilities. Firms should be available on short notice (within 24 hours) to assess and respond to emergency soils monitoring work in support of District emergency maintenance activities.

Sediment Monitoring Analysis

The firm should confirm they can perform expedited services for the appropriate the types of soil analysis (e.g., CCR Title 22 Total Threshold Concentrations (TTLC) and Soluble Threshold Limit Concentration (STLC) values, EPA Toxicity Characteristic Leaching Procedure (TCLP) values, pH and Specific Conductance, and Regional Screening Levels (RSLs)) or other appropriate analysis as requested by waste acceptance facility.

Application Support, Assessment, and Reporting

The firm should have the ability to produce professional documentation, exhibits, GIS data, and maps; compile analytical data to District standards and specifications such as sampling event status reports and field data sheets; prepare technical monitoring memorandums in accordance with any private, local or State and/or waste acceptance requirements; prepare waste generator profile application and other acceptance facility documentation; provide expertise in support of negotiations relevant to monitoring requirements; assist with sediment waste disposal pricing and negotiations; advise the District on sediment contamination management and alternative disposal methods; conduct statistical and/or other computational post-fire data analyses supplemental to monitoring data; and provide quality control/quality assurance of analytical results. At the request of the District, firms may provide presentations and/or trainings related to post-fire monitoring topics and prepare of post-fire special studies regarding impacts to MS4 facilities or the environment, and may prepare post-fire technical reports to support MS4 reporting.

Fill in the following table according to the instructions in RFQ Section VI.C. Include this table in Section 3 of your Service Category Qualifications PDF. This will not count against the pagination limit.

Service Category G. DEVELOPMENT PLAN CHECK

Task G.1 Full-Service Plan Checking

Overview

The District provides comprehensive plan check services for a variety of land development projects (e.g., subdivisions, plot plans, use permits, etc.). Additionally, other projects that are not associated with a specific land development proposal (e.g., outside agency capital improvement/public works projects or major encroachment permits) may also be reviewed.

Typically, the following plans, calculations, and documents shall be reviewed for compliance with the land use authority's recommended Conditions of Approval and/or District engineering and maintenance standards and other applicable requirements:

- Drainage improvement plans including storm drain, detention basin, levee, and channel plans;
- Hydrologic and hydraulic calculations;
- Structural calculations;
- Street improvement plans (drainage related);
- Grading plans (rough and precise);
- Water-sewer plans (conflict with drainage plans only);
- Final subdivision maps and environmental constraint sheets;
- Adequacy of right of way and/or easement requirements;
- Covenants, conditions, and restrictions (CC&R's);
- Bonding estimates (drainage improvements);
- CEQA documents, regulatory/resource agency permits, MSHCP compliance documents;
- Encroachment permits (EP);
- Geotechnical reports;
- Storm Water Pollution Prevention Plans (SWPPP);
- Technical specifications (drainage improvements);
- FEMA Conditional Letter of Map Revision (CLOMR/LOMR) documents.

Review Process

Generally, the land use authority's Conditions of Approval serve as the initial scope of work for review of a developer's improvement plans/project. District Plan Check staff will discuss each project in detail with the Consultant and define project specific scope of work, including any special requirements, prior to authorizing any work. Consultant shall propose a budget for each assignment prior to commencing the plan review.

Overall Procedure and Deliverables

- 1) Consultant shall write corrections directly on the submitted plans, reports, and related documents and prepare a summary checklist of review comments. This will include calling out any conflicts, mistakes, inaccuracies, and/or omissions shown on the plans. Provide substantive comments identifying any portion of the project that, in the opinion of Consultant, does not meet or satisfy the applicable hydrology/hydraulics, structural design, environmental/regulatory, or operation and maintenance

requirements.

- 2) It is critically important that the first plan review is comprehensive and that the Consultant provides as much feedback as possible to the applicant and the applicant's engineer. Specific plan check comments shall be annotated in red on the plans, reports, or related documents. In addition, a concise and descriptive plan check comment letter summarizing the most substantive comments on the plans and any additional comments not indicated on the plans shall be prepared. All correspondence shall be prepared on Consultant's letterhead stationery, stamped, and signed by the Consultant, and countersigned by District staff prior to sending out plan check letter. A copy of the comment letter and check prints shall be neatly packaged and made ready for pick up by the applicant's engineer. Consultant shall promptly notify the applicant's engineer to pick up the redlines.
- 3) For projects in unincorporated County area, the Consultant shall also review storm drain plans and drainage reports with an eye toward meeting Riverside County Transportation Department drainage related design standards using a checklist.
- 4) All plans and correspondence shall be neatly organized and submitted to the District staff for filing.
- 5) Upon receipt of 60% plan submittal, the 3rd submittal (typical), coordinate scheduling of a District "all hands" meeting to introduce and discuss the project with pertinent District staff.
- 6) Approval letters for all plans, hydrologic and hydraulic studies, environmental documents, regulatory permits, and any other reports shall be clear, concise, and shall specifically identify each submitted document by date.
- 7) After the check prints have been reviewed and approved (QA/QC) by the Chief of Planning, advise applicant's engineer to proceed with the printing of the final mylar plan set.
- 8) Initial each mylar sheet of the final drawings prior to recommending for signature.
- 9) Ensure all final approved documents are labeled as such and provided to the District prior to issuing final plan check approval.
- 10) Update case status in the District's improvement plan tracking system (DLMT).

Time

Time is of the essence. Completed plan review comments shall be returned to the applicant/engineer within twenty-one (21) calendar days of authorization to proceed. Consultant must allow sufficient time to review all plan check comments with District staff prior to providing comments to the applicant/engineer.

Review of Improvement Plans

The following are key elements of the plan check process and services required:

- 1) Examine the overall concept prior to checking the details. Any fatal flaws must be identified as early as possible. Conduct a thorough investigation of the proposed facility and its relationship to other facilities, waterbodies, adjacent projects, and real property.

- 2) Review hydrology and hydraulic reports to ensure the proposed facility has adequate capacity to convey the design peak discharge (interim or ultimate condition, whichever is greater).
- 3) Determine whether the proposed improvement's drainage facilities are to be operated and maintained by the District, or whether they are facilities to be "maintained by others." If the subject improvements are:
 - a) *District Maintained Facilities*: The Improvement Plans shall be checked for meeting District's drafting, design, and operation and maintenance standards. Consultant should further check for appropriate right of way, egress, and ingress routes and consult with District staff for specifics, as necessary. Plans shall be reviewed not only for constructability but also for practicality of maintenance.
 - b) *Facilities Maintained by Others*: The Improvement Plans shall be checked in accordance with the Memorandum of Understanding between the District and the Riverside County Transportation Department, dated March 2020, and any amendments or addendum thereto. The maintaining agency shall be consulted and kept informed of progress, constraints, and unique situations.
- 4) Improvement plan reviews shall include, but may not be limited to, all of the following Tasks:
 - a) Checking the design for conformance with:
 - 1) Approved Tentative Map, Specific Plans, and Site Plans;
 - 2) Applicable conditions of approval;
 - 3) Other agencies' recommendations (e.g., Riverside County Transportation Department, Caltrans, etc.);
 - 4) District Master Drainage Plans or other proposed drainage plans;
 - 5) District Drafting Standards; and
 - 6) Standard and General Construction Notes.
 - b) Checking for good engineering practice and verifying that the proposed design will function properly with emphasis on:
 - 1) Structural integrity of facility;
 - 2) Hydraulic capacity;
 - 3) Facility alignment;
 - 4) Inlet and outlet conditions;
 - 5) Appropriate construction notes and general notes;
 - 6) Constructability;
 - 7) Access for maintenance and ease of maintenance including rehabilitation/restoration;
 - 8) All pertinent information including right of way/easement limits shown on plans;
 - 9) Proximity to other utility lines; and
 - 10) Other items that may be unique to the project.
 - c) Checking the associated street improvement plans, grading plans, sewer, and water plans to ensure no conflict with drainage facility.

Review of Environmental Documents and Regulatory Permits

The following guidelines provide the minimum standards of practice that must be met in reviewing

environmental documents submitted in conjunction with the review of improvement plans for facilities that are to be owned, operated, and maintained by the District, not only for construction, but also for subsequent operation and maintenance. Ensure that any compensatory mitigation proposed with the project would not in any way encumber or otherwise prohibit the District from carrying out its operation and maintenance responsibilities in any manner.

- 1) *California Environmental Quality Act (CEQA)*: Ensure that the Project Description of any applicable CEQA document(s) accurately describes and specifically discusses the construction, operation, and maintenance of any facilities that the District is to accept for ownership, including any offsite facilities.
- 2) *Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP)*: Review MSHCP compliance documentation of the proposed construction of all onsite and offsite drainage facilities with Section 3.2.1. (Criteria Area and Public/Quasi Public Lands); Section 6.1.2. (Riparian/Riverine Areas and Vernal Pools); Section 6.1.3. (Narrow Endemic Plant Species); Section 6.1.4. (Urban/Wildlife Interface Guidelines); Section 6.3.2. (Additional Surveys); Section 7.5.3. (Construction Guidelines); and Appendix "C" (Standard Best Management Practices) of the MSHCP. Ensure that the MSHCP compliance documents adequately address future District maintenance activities.
- 3) *Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP)*: Review CVMSHCP compliance documentation of the proposed construction of all onsite and offsite drainage facilities and ensure compliance documents adequately address future District maintenance activities, pursuant to Section 13.5 of the "Implementing Agreement" between the District and Coachella Valley Association of Governments. Requirements include: (1) Compliance with relevant processes and measures to ensure application of the Conservation Area requirements set forth in Section 4 of the CVMSHCP; (2) Compliance with the applicable Land Use Adjacency Guidelines as set forth in Section 4.5 of the CVMSHCP; (3) Compliance with the Avoidance, Minimization and Mitigation Measures in Section 4.4 of the CVMSHCP; (4) Ensure implementation consistent with the Species Conservation Goals and Objectives in Section 9 of the CVMSHCP; (5) Permanently protect and manage Mitigation Land within the reserve system legally owned and/or controlled by the entity unless conveyed to the Coachella Valley Conservation Commission; and (6) Participate in the Joint Project Review Process for projects within the Conservation Areas as described in Section 6.6.1.1 of the Plan, if applicable.
- 4) *Regulatory Permits*: Review draft regulatory permits and applications authorizing the construction, operation and future maintenance of the proposed flood control facilities, including U.S. Army Corps of Engineers Section 404 permits, Regional Water Quality Control Board Section 401 Water Quality Certifications, California Department of Fish and Game Section 1602 Streambed Alteration Agreements and Regional Water Quality Control Board Porter-Cologne program Waste Discharge Requirements. Ensure that the draft regulatory permits include/address all necessary future District maintenance activities.

Review of Encroachment Permits

Consultant shall review the encroachment permit in accordance with the scope of work defined by the Planning Division including, but not limited to, the requirements covered above.

Service Category H. PUBLIC EDUCATION, MARKETING, AND COMMUNICATION SERVICES

Background

The three (3) MS4 Permits in Riverside County are administered by the Santa Ana, San Diego, and Colorado River Regional Water Quality Control Boards, and require the Permittees to develop and implement a surface water quality protection and management program and report annually on progress and program effectiveness. The *Permittees' education and outreach campaign must educate targeted public and business audiences, engage, and retain audience participation in practices that will be protective of surface waters and enable the Permittees to comply with regulatory mandates.

Service Expectations

The District is seeking experienced and qualified respondents to provide the following type of services. Respondents must bid on at least one service. The District is looking for innovative, cost-effective ways to address NPDES MS4 Permit public education, marketing, and outreach requirements. Proposals should address budgetary constraints by utilizing existing program strengths and developing creative campaigns to increase program effectiveness.

Goals

The primary goals are to ensure the program complies with the public education and outreach elements of the Santa Ana, San Diego, and Colorado River MS4 permits and engage target audiences in specific activities and behaviors that create awareness of Riverside County's creeks, streams, and rivers.

Minimum Qualifications/Requirements: The following are the minimum qualifications for a respondent to be considered as an eligible candidate to submit a response for the requested services described in this RFP.

Respondent must:

- Have the ability to do business in Riverside County, California, and conducted business in California for a minimum of three (3) years.
- Have an understanding of the potential adverse ecological impacts of storm and dry weather runoff from urban areas on streams, creeks, rivers, and lakes including the programs for mitigating these impacts.
- Have the expertise to strategically plan and effectively deliver environmentally-geographically themed messages on behalf of public agencies to a wide range of audiences.
- Have demonstrated ability to implement a long-term regional public and business education outreach campaign comprising high-potential, cost-effective messaging and engagement tactics.
- Have the capability to evaluate public and business education campaign effectiveness.
- Have a proven ability to work in a multi-jurisdictional local government setting to achieve consensus support for campaign strategies and tactics at staff, senior management, and elected official levels.

Task H.1 Message Development & Communication

Creation of effective water pollution themed educational materials and messaging specifically designed for the general public and targeted businesses and which cover a broad range of pollution-prevention messaging media such as: text, brochures, posters, billboards, tear sheets, tip cards, and/or other print media; developing or maintaining existing electronic media, PowerPoint presentations, e-mail sign up program or regular e-newsletter. May include specialized documents such as annual reports, compliance reports, budget summaries, project reports, or presentations.

Incorporation of brand name and development of a common theme/look with all of the outreach materials; development of activity or pollutant focused articles/features for posting on municipal websites, social media, local newspapers, or newsletters.

The capability to evaluate public and business education campaign effectiveness and provide written reports that fulfill municipal reporting requirements. Provide both English/Spanish versions of specified materials.

Task H.2 Social Media

Expertise in creating a social media marketing plan and effectively delivering short and long-term action campaigns that are grounded in Community Based Social Marketing (CBSM) principles.

The ability to grow an increasing social audience and follower base through Targeted Campaigns: hash tag campaigns, strong use of keywords, sharing/retweeting relevant news, "liking" posts, staying updated within the industry, and contributing unique content to broaden reach.

Preparation of social content calendar to meet target goals. Purchase of advertising including web banners, social media ads, radio and newspapers and out-of-home advertising, (movie theaters, gas pump top screens, etc.)

The ability to evaluate campaign effectiveness and provide written reports that include dashboard formats and fulfill municipal reporting requirements. Utilize social media analytics to gather and analyze data to evaluate campaign effectiveness. May include English/Spanish versions of specified campaign materials.

Task H.3 School Presentations

Development and delivery of school education program materials for incorporation into or to support existing school-based efforts. May include efforts such as, but not limited to developing and conducting presentations on stormwater pollution and pollution prevention practices to the public, developing and distributing curriculum guides for teachers and organizations, and attending school or City-sponsored clean ups.

Task H.4 Business Education

May include efforts such as, but not limited to, contacting, and maintaining partnerships with various mobile services, home improvement stores, commercial, and/or industrial facilities throughout the County to conduct various point of purchase marketing, training, and outreach activities. Develop materials associated with best management practices for specified businesses.

Task H.5 Strategic Planning

Develop a multi-year strategic plan that may include, but is not limited to establishing overall goals, objectives, strategies, and specific tactics and related measurable objectives for high priority urban runoff pollution issues. Provide a strategic assessment of all key program areas, including a thorough review of existing materials and program elements

Conduct public opinion surveys/polls to gauge awareness.

Conduct a strategic planning meeting with staff, program partners, and members of the public. Document process, provide materials, take meeting notes, and provide written updates.

Task H.6 Website Development & Maintenance

May include efforts such as, but not limited to developing and maintaining a District Public Education "rcwatershed.org" website and/or maintenance of site map and navigation, content, images, and updates, e-subscriber database, and tracking and analysis of monthly site traffic. Staff training on use of software program, templates, and website updates.

Task H.7 Public Outreach Events

May include efforts such as, but not limited to coordinating, staffing and managing booths at multiple and/or single day events hosted by third parties throughout the County to distribute pertinent key messages, developed materials, take photos, social media posts, and implement targeted media campaign objectives.

Service Category I. Photogrammetry - Aerial Flights

Task I.1 Aerial Image Acquisition (Digital)

Firms responding to this Task must demonstrate knowledge and experience providing color digital imagery with 60% forward lap and 30% side lap. All aspects of the aerial flight and acquisition of aerial photography to follow industry best practice. Airborne GPS will be required on most projects. Raw airborne GPS data must be made available upon request. Requirements for this task will include:

- Provide the exterior orientation elements: X, Y, Z, T, Omega, Phi, and kappa.
- Provide the pilot's log sheet.
- Provide a detailed diagram of the separation between the GPS antenna and the camera.
- Unless expressly approved, the flight window is from 10:30 AM to 2:30 PM and will be flown Monday through Thursday.
- Provide the imagery in 8 and 12 bit format and compress using a Q-factor of 5.

Consultants shall identify the sensor(s) to be used and the aircraft(s) that will carry them. The qualifications of those who will collect and process the data shall be provided.

Task I.2 Aerial Image Acquisition (Film)

Firms responding to this Task must demonstrate knowledge and experience providing color film imagery with 60% forward lap and 30% side lap. All aspects of the aerial flight and acquisition of aerial photography to follow industry best practice. Airborne GPS will be required on most projects. Raw airborne GPS data must be made available upon request. Requirements for this task will include:

- Provide the exterior orientation elements: X, Y, Z, T, Omega, Phi, and kappa.
- Provide the pilot's log sheet.
- Provide a detailed diagram of the separation between the GPS antenna and the camera.
- Unless expressly approved, the flight window is from 10:30 AM to 2:30 PM and will be flown Monday through Thursday.
- Provide the imagery in 8 and 12 bit format and compress using a Q-factor of 5.
- When labeling the images, the job name, photo scale, date, and exposure number should be shown on the first exposure only. All subsequent exposures should have date and exposure number only. Date in upper left corner and Photo No. in upper right corner. Number photos as indicated on provided flight plans. Use aerial font size 14.

Task I.3 LiDAR Data Acquisition

Firms responding to this Task must demonstrate knowledge and experience collecting LiDAR data and providing bare-Earth deliverables. All aspects of the LiDAR data acquisition to follow industry best practice. Requirements for this task will include:

- All LiDAR deliverables will be bare earth unless specifically requested otherwise.
- Data acquisition must be coordinated with Riverside County Flood Control survey crews to enable simultaneous ground GPS observations from at least two stations.
- Vertical accuracy check(s) must be provided with 95% of check points exceeding 0.6' and 90% of check points exceeding 0.5' accuracy.
- Deliverables will be created in butt-matched tiles with LiDAR data sampled down to a spacing to be specified later.

Consultants shall identify the sensor(s) to be used and the aircraft(s) that will carry them. The qualifications of those who will collect and process the data shall be provided.

Service Category J. Real Estate Services
Task J-1 Appraisal Services

Table J-1
SERVICE CATEGORY CHECKLIST
APPRAISAL SERVICES

TASK	
1	Mail notification letter to property owner requesting permission
2	Appraiser will review title information pertaining to ownership
3	Appraiser inspect each property personally
4	Appraiser will inventory all improvements affected by project
5	Appraiser will perform market research to support
6	Appraiser will provide comparable sales information
7	Narrative appraisal report conforms to Uniform Standards of Professional Appraisal Practice (USPAP)
8	Eminent Domain testimony services
9	Cost Estimates

1 Mail Notice

Appraiser will mail a notification letter to property owner requesting permission to conduct an on-site inspection of the property, advising them of their right to accompany the appraiser at the time of the inspection and requesting information regarding the appraised property which could influence the appraised value.

2 Title Review

Appraiser will review title information pertaining to the respective ownerships and will review all pertinent information relative to the parcel.

3 Property Inspection

Appraiser will inspect each property personally with the owner (if possible) and document the inspection with photographs for use in the report.

4 Improvements

Appraiser will inventory all improvements affected by the proposed taking including notes on their manner of disposition (i.e., pay-for and remove vs. move back

5 Market Research

Appraiser will perform market research to support the selected appraisal methodology and will document and confirm comparable sales information.

6 Comparable Sales

Appraiser is responsible for determining which comparables are the best and most appropriate for the project. Comparable sales should have similar physical and legal characteristics when compared to the subject property. This does not mean that the comparables must be identical to the subject property, but it should be competitive and appeal to the same market clientele that would also consider purchasing the subject property. Comparables that are significantly different from the subject property may be acceptable; however, the appraiser must describe the differences, consider these factors in the market value, and provide an explanation justifying the use of the comparables.

7 Narrative Appraisal Report

Appraiser will prepare a narrative appraisal report that conforms to the Uniform Standard of Professional Appraisal Practice (USPAP). The appraisal study and report are intended to serve as an acquisition appraisal and will be prepared in a summary format consistent with the specifications for narrative appraisal reports, including but not limited to parcel data, analysis of highest and best use, valuation, appraiser qualifications, available hazardous material usage/waste data, exhibits of location, site maps, and other pertinent exhibits.

8 Eminent Domain

Appraiser shall be aware of eminent domain laws and valuation approaches used in eminent domain litigation and be comfortable as an expert witness.

9 Costs Estimates

Appraiser will provide an estimate of probable costs for right of way acquisitions and service costs necessary to complete the project of the specified subject area.

Task J-2. Relocation Services

**Table J-2
SERVICE CATEGORY
CHECKLIST
RELOCATION SERVICES**

TASK	
1	Interview occupants
2	Research
3	Compile statistics
4	Relocation Plan
5	Relocation Implementation

1 Interview Occupants

Interview all potentially affected occupants to determine relocation needs. The interview queries business needs, special licensing, permits or zoning needs, information on trade areas, special moving requirements, etc. The interview also queries household information such as: the number, age and gender of all occupants, income of the household, distance to employment and utilized neighborhood services, special needs of the household, etc.

2 Research

Research the marketplace for available replacement locations and/or establish rent schedules for compiling project costs.

3 Compile Statistics

Compile statistics on available housing and business replacement sites and calculate potential project costs.

4 Relocation Plan

Create and present draft relocation plan to client. Distribute plan to project participants, make it available for public inspection, and make any needed revisions brought up during the public inspection period. Participate in adoption presentation meeting.

5 Relocation Implementation

Secure the basic case information and set up case file, maintain the necessary case documentation and contact diary throughout the course of our involvement with the claimant. Conduct an initial in-depth field interview with claimant, document rent, income, family size, names/ages of occupants, determine relocation needs, preferences, and special requirements, and provide general information notices and brochure.

Explain relocation process, rights, and benefits available. If needed, provide ongoing advisory assistance to minimize hardships on claimants, including referrals to and coordination with community service resources, public housing, and other public services. Also, if needed, document rent with rental agreement, receipts, or economic rent. Document/verify income using pay stubs, budget worksheets, tax returns, certification, and/or cash affidavit. Use rent method if income cannot be verified. Assist with the reconciliation of fixtures and equipment among owner and tenant. Create rent schedule for project as appropriate and if authorized by client, search, and document comparable for each claimant, provide initial referrals and three sets of additional housing referrals every 4-6 weeks as necessary. Search for available non-residential sites until Consultant recommends at least one appropriate site or determines that no such site exists. Provide with any referral an evaluation form which requests feedback as the suitability of the site referral and attempt to secure response from claimant. Prepare letter of eligibility based on most appropriate comparable or rent schedule and seek authorization of client. Deliver letter of eligibility to claimant, discuss findings, and impacts to occupants' particular needs. Amend the letter of eligibility again if the economics of the comparable's availability changes over the course of our assignment. Prepare and deliver 90-day notice to vacate no later than 12 weeks after general information notices have been delivered. If needed, arrange for transportation to view replacement sites, assist claimants with their selection of a replacement site, with lease offers, with review of rental agreements, and with move bids or fixed moving payment. Inspect selected site to ensure it meets decent, safe, and sanitary requirements. Monitor the replacement site escrow and explain the relocation process to agent and escrow officer as necessary. Review and discuss claimants' moving plans, build out specification and personal property inventory and coordinate eligibility limitations in advance of physical move. Verify vacation of displacement site and secure a certificate of abandonment. Determine eligibility for proposed amount of relocation benefits, including actual and reasonable moving payments, rental or purchase differential payments, re-establishment payments, and fixed payments as applicable. For residential moves, secure and process an advance claim to assist with the move, and a second final claim incorporating the moving costs and rental/purchase differential payment once family has moved to selected displacement site. For non-residential moves, secure and process moving assistance, re-establishment, in lieu, or settlement claims ensuring that no item was duplicated in the acquisition process. Each claim will be signed by the claimant supported by appropriate back-up (written bids, schedules, receipts, etc.) and will be reviewed by Consultant for recommendation before submitting to client for approval. Each claim check will be delivered to claimant in person (as feasible) and a receipt of payment will be secured.

Task J-3. Title Services

**Table J-3
SERVICE CATEGORY
CHECKLIST
TITLE SERVICES**

TASK	
1	Preliminary Title Reports
2	Policies of Title Insurance
3	Escrow Services
4	Other Services

1 Preliminary Title Reports

Furnish preliminary title reports, litigation guarantees and title reports to District within fifteen (15) working days upon receipt of written request for such report(s). Reports to be submitted in an electronic form and shall include, but not be limited to, the following items:

- The names and addresses as disclosed of record of all persons or parties owning or claiming, or who may own or claim an interest in such parcel, and the nature of such interest and from whom deeds or releases should be obtained or who should be named as party defendants in an eminent domain action. This would only apply to litigation guarantees.
- A copy of the instruments(s) whereby the vestee acquired title.
- Such tax information as the County Assessor's Parcel reference, code area, the amount of taxes and a statement of any special assessments.
- The vesting documents and Schedule B documents (easements, assessments, encumbrances, and rights-of-way) will be sent with the title reports.
- A portion or portions of a street, alley or highway abutting a parcel will be included up to three (3) contiguous parcels, as part of the land covered in the report, provided the title thereto vests in the same ownership as the adjoining parcel.
- Provide District an invoice with each item as it is delivered to District. Provide supplemental reports showing matters, if any, appearing of record subsequent to the date of the prior report.

2 Policies of Title Insurance

Furnish California Land Title Association (C.L.T.A.) Standard Coverage Policies of Title Insurance covering the estate or interest created through the acquisition of real property by District or American Land Title Association (A.L.T.A.) policies. Policies will be delivered to District within ten (10) days of recordation of documents conveying real property to District. Notice of such recordation shall be in the form of a Closing Escrow Statement showing the recording information of documents or final order of condemnation. Provide one (1) original title insurance policy. Policies will be taken subject to such matters of record as they may remain a lien or charge against the land at the close of escrow and be approved in writing by District.

3 Escrow Services

Upon receipt of District's request to open escrow, instructions will be typed and returned to District within three (3) working days. Provide standard practice escrow services which include but not limited to the following:

- Payment of all demands of any claimants, lien holders or beneficiaries under a deed of trust deposited into escrow. Determine the proper trustee to issue a full or partial reconveyance and to prepare a substitution of trustee where necessary.
- Prorate or adjust those items as directed by District. Real estate taxes will be paid in full when a lien is due. Any proration will be established by the Assessor/Tax Collector and distributed appropriately.
- Disburse funds held in escrow pursuant to assignment of funds as directed by District.
- Bill District for all reconveyance fees, trustee fees, forwarding fees, beneficiary statements, etc., presented in connection with the reconveyance of any deed of trust eliminated through escrow, unless otherwise directed by the District. (Excluded are any prepayment penalties)
- If adverse title matters are apparent since date of issuance of latest report, notify District that closing is not possible and upon request of District a supplemental report or guarantee will be issued setting forth such adverse matters.
- Notify creditors of grantor's present address where there is a partial taking by District.
- Furnish a breakdown of rental prorations.

- Prepare and draw all instruments necessary to consummate the transaction except grant deeds and/or easement deeds which will be drawn and deposited in escrow by District.
- Proceed with closing upon receipt of necessary funds, proper documents and final instructions approving title exceptions to be shown on the Policy of Title Insurance.
- Report status of each open escrow account.
- Estimated Escrow Closing Statements to be presented to District indicating a readiness to record. Statements will include any credits due. Statement should be issued allowing District four (4) weeks to process payments for escrows.

4 Other Services

Provide District with "Ownership" information on District's first one hundred (100) requests each calendar month. This information shall include parties in whom record title vests and may include a legal description of the property as it appears on record.

Furnish copies of any recorded document mentioned in reports as requested by District at no charge. Agree that the term "parcel" as used herein is defined as any of the following, with ownership within the same block of any town, city, or subdivision:

- Any three (3) contiguous areas of land or lots vested in the same ownership.
- The portion of any street or alley adjoining any parcel as above defined which portion of street or alley does not pass by operation of law in a conveyance of said adjoining parcel; therefore, title thereto would vest in other than the owner of the adjoining parcel and construed as a separate parcel.

Task J-4. Attorney Services

**Table J-4
SERVICE CATEGORY
CHECKLIST
ATTORNEY SERVICES**

TASK	
1	Legal Counsel
2	Eminent Domain Action

1 Legal Counsel

Attorney to provide legal services related to land transactions including resolving title issues and approving as to form land transaction documents related to District projects. Attorney shall appear and serve as the District's legal counsel and perform the work assigned with assistance being provided from the attached attorney's list. Attorney shall furnish all equipment, facilities, materials and labor necessary to perform in a complete, skillful and professional manner, and shall maintain all licenses required by the laws of the State of California at all times while performing services as an independent contractor for the District.

2 Eminent Domain

Attorney shall appear and serve as the District's legal counsel in said eminent domain proceedings. Attorney

shall provide District with timely notification of all scheduled depositions, hearings, mediations, arbitrations, trials, etc. Attorney shall provide District with one copy of Attorneys' files and/or records for each property owner. Such files and records shall be and remain the sole property of the District. Attorney shall not settle any matter or make a settlement off any amount or make any representation as to settlement possibilities without prior authorization of District.

Service Category K. CIP Implementation

Task K.1 CIP Project Management

Firms responding to this Task must demonstrate qualifications and experience serving in a lead role for oversight and management of the full 'A to Z' delivery of Flood Control projects such as, open channels, underground storm drains, earthen embankment dams, debris basins, detention basins, culverts, levees, etc. This task is focused on firms qualified and willing to provide ***oversight and management*** of the overall project through the preliminary and final design phases, including accountability for identification, coordination and integration of all elements such as scoping, budgeting, schedule management, stakeholder identification and coordination, engineering, regulatory clearances, rights of way, etc., as necessary for the full and timely delivery of 'shovel ready' projects.

This specific task is for project management and oversight only. Performance of the individual elements of a project, such as the Engineering/Design, CEQA, Regulatory Permitting, etc., are *not* included in Task B.1, but may be undertaken by your firm and/or other consultants pursuant to another pre-qualified task or category as identified in this RFQ. In many cases, a firm will be selected to provide services across both Tasks B.1 and B.2. To expand upon the District's ability to deliver projects on a timely basis, in some cases a firm pre-qualified for Task B.1 may be asked to provide CIP Project Management services where some or all of the elements of work are being undertaken by other Consultants.

Task K.2 Design of Flood Control Facilities (Full PS&E)

Firms responding to this Task must demonstrate qualifications and experience providing the full 'A to Z' design of Flood Control projects such as, but not limited to, open channels, underground storm drains, earthen embankment dams, debris basins, detention basins, culverts, levees, etc. Firms pre-qualified under this task must be licensed in California and capable of providing the full suite of design services necessary for the design of flood control facilities, including ALL of the services described in sub-tasks A through F in Table B-1, and as described below.

All designs must utilize District approved software and be incorporated into plan, profile, and detail sheets meeting the District's drafting requirements, and be stamped and signed by a Civil Engineer licensed in California. Firms pre-qualified for Task B.2 may or may not be also selected to provide overall project management services if the firm is also pre-qualified in Task B.1.

Sub-Task A) Hydrology and Hydraulic design of Flood Control Facilities.

This sub-task is required to be performed directly by your firm (not a sub-consultant), and includes the full design and plan sheet preparation for the hydraulic systems necessary to meet defined project objectives. These systems may include but are not limited to channels, storm drains, levees, basins, dams, catch basins, connector pipes, inlet/outlet structures and other appurtenant elements.

Sub-Task B) Geotechnical Engineering

This sub-task may be performed directly by your firm or a sub-consultant, and includes any necessary geotechnical engineering analyses that are necessary for the project, such as but not limited to slope retention or stabilization, embankment design, structure foundation design, seismic evaluations and design, etc. It is anticipated that often the field exploration we be done by a sub-contractor, but if the engineering evaluations and designs are performed in-house, select 'Conduct' for this sub-task on your submitted Table B-1. Otherwise select 'Sub-Consult' if you will rely fully on a sub-consultant for these services.

Sub-Task C) Structural Engineering

This sub-task may be performed directly by your firm or a sub-consultant and includes structural design of any non-standard designs that are necessary for the project. Most commonly these are reinforced concrete structures, such as Reinforced Concrete Boxes, Rectangular Channels, Retaining Walls, Junction Structures, and Inlet/Outlet structures and bridges.

Sub-Task D) Utility Relocation Design

This sub-task may be performed directly by your firm or a sub-consultant. District projects can conflict with other utilities that exist within the built environment, requiring their relocation. The District will discuss with the Utility owner, responsibilities with respect to the design and relocation of these utilities. In many cases the utility owner will perform the designs themselves, but in some cases, most commonly with water and sewer utilities, the District will design relocations. Firms responding to Task B.2 must be able to provide design services for relocation of water and sewer utilities of various sizes from service laterals to main trunk line systems.

Sub-Task E) Street Improvements and Traffic Control Design

This sub-task may be performed directly by your firm or a sub-consultant, and includes evaluating the impacts that construction operations will have upon existing roads, and designing road restoration / paving sheets, new street improvements, etc. This task also includes evaluating impacts of the project on traffic patterns and developing traffic control plans consistent with the MUTCD and California Supplement that will be included in the District's contract documents. Where road closures are required and approved in advance by the local jurisdiction, detour designs will also be required.

Sub-Task F) Surveying & Topographic Mapping

This sub-task may be performed directly by your firm or a sub-consultant and includes providing land surveying services associated with both collection of topographic data to support the design process, and development of accurate Right of Way basemaps and legals and plats.

ATTACHMENT "C"

TASK ORDER APPROVAL FORM

CONSULTANT: _____

PROJECT NAME: _____

The Scope of Services for Task Order No. __, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, shall constitute an approved Task Order pursuant to the Agreement between the DISTRICT and CONSULTANT dated _____ ("AGREEMENT"). CONSULTANT agrees to perform the services described in Exhibit "A" within the time set forth in the Project Schedule as described in Exhibit "B" attached hereto and incorporated herein, for a fee amount of \$_____, unless otherwise modified by the DISTRICT'S Project Manager in a subsequent Task Order Approval Form. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "C" and incorporated herein by this reference.

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

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

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

By: _____
JASON E. UHLEY
General Manager-Chief Engineer

WEST CONSULTANTS, INC.

By: _____
[NAME]
[Title]

CONSULTING SERVICES AGREEMENT
FY 2022-23 to FY 2026-27

The Consulting Services Agreement ("Agreement") dated as of July 1, 2022 is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, hereinafter called "DISTRICT", and WESTON SOLUTIONS, INC, a California corporation, hereinafter called "CONSULTANT". DISTRICT and CONSULTANT are sometimes individually referred to herein as a "Party" and collectively as the "Parties". The Parties hereby agree as follows:

1. SERVICE CATEGORY

Upon DISTRICT's request, CONSULTANT shall provide on-call services to DISTRICT for Service Category F as further described in "Service Categories & Tasks", attached hereto and incorporated herein as Attachment "A", in accordance with applicable federal, state and local laws and regulations.

2. SCOPE OF SERVICES

As requested by DISTRICT, CONSULTANT shall provide those services as described in the "Scope of Services", attached hereto and incorporated herein as Attachment "B", on an "on-call" basis. During the term of this Agreement, DISTRICT may request CONSULTANT to submit one or more proposals within any of the Service Categories for which CONSULTANT is selected pursuant to Attachment "A". In the event DISTRICT finds CONSULTANT's proposal acceptable, DISTRICT may issue one or more Task Orders, the form of which shall generally conform with the "Task Order Approval Form" (attached hereto and incorporated herein as Attachment "C"). CONSULTANT understands and expressly agrees that the execution of this Agreement by CONSULTANT and/or the submission of any proposal to furnish services does not guarantee the assignment or approval of any subsequent Task Order(s).

PERSONNELA. Project Manager

For each Task Order, DISTRICT shall designate a staff representative who shall act as DISTRICT's Project Manager ("Project Manager") for the Task Order. In the event DISTRICT changes its Project Manager, it shall notify CONSULTANT in writing.

B. CONSULTANT's Representative

CONSULTANT shall appoint a Designated Representative for each assigned Task Order who shall be responsible for coordinating all aspects of the assigned Task Order. CONSULTANT's Designated Representative shall be available to DISTRICT's Project Manager at reasonable times. In the event CONSULTANT changes its Designated Representative, it shall notify DISTRICT in writing.

C. Substitution of Key Personnel

At the time of Task Order approval, CONSULTANT shall identify to DISTRICT's Project Manager the Key Personnel who are responsible for executing Task Order. Should one or more of the identified Key Personnel become unavailable, CONSULTANT may substitute other personnel of equal or greater competence upon DISTRICT's written approval. In the event that DISTRICT and CONSULTANT cannot come to an agreement regarding substitution of the Key Personnel, DISTRICT may terminate the Task Order, pursuant to the applicable provisions of this Agreement.

3. TERM

The term of this Agreement shall become effective on July 1, 2022 and shall remain in effect through the required date for completion of an assigned Task Order, provided

that such Task Order was approved prior to June 30, 2026 and is to be completed by June 30, 2027.

4. COMPENSATION

CONSULTANT shall receive compensation for all services satisfactorily performed and expenses incurred under this Agreement in accordance with the terms of the approved Task Order(s). The cumulative total of all task orders shall not exceed \$1,000,000 over the entire term of this Agreement.

5. PAYMENT

Payment shall be made in accordance with the Compensation/Fee Rate Schedule attached to an approved Task Order. Unless otherwise agreed, progress payments shall be processed on a monthly basis. Upon satisfactory performance of CONSULTANT's services pursuant to an approved Task Order, DISTRICT shall pay CONSULTANT within forty-five (45) days after DISTRICT's approval of CONSULTANT's invoice(s). DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

CONSULTANT shall keep employee and expense records according to customary accounting methods and such records shall, upon request, be available for inspection by DISTRICT to verify CONSULTANT's invoices. CONSULTANT's invoices shall itemize charges to conform with the Compensation/Fee Rate Schedule negotiated for the specific Task Order. DISTRICT shall notify CONSULTANT of any disputed charges within thirty (30) days of receipt of CONSULTANT's invoice. **DISTRICT reserves the right to withhold payment for work that is not invoiced in a timely manner.**

6. INVOICES

All work shall be invoiced in a timely manner. All invoices shall be mailed directly

to DISTRICT's Accounts Payable Section. Each invoice shall include the following information:

A. Purchase Order Number associated with the approved Task Order – (as provided by DISTRICT).

B. Billing Period – (indicating the date(s) when the services were rendered).

Monthly invoices shall be mailed to DISTRICT no later than the 15th day of the month following the end of the Billing Period. Periodic single invoices shall be mailed within 45 business days of Task Order completion. Incomplete invoices will be returned to CONSULTANT for correction.

7. PROJECT PERFORMANCE

A. Commencement of Services

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

B. Time of Completion

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

8. LICENSES

At all times while performing services under this Agreement, CONSULTANT, its employees, agents, contractors and subcontractors shall possess all necessary and appropriate federal and/or state permits and maintain professional licenses required by the applicable federal, state and local regulations.

9. 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 and to fully and adequately complete each approved Task Order.

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.

10. ERRORS AND OMISSIONS

In the event CONSULTANT's data, technical studies, reports, plans, specifications, estimates, work products or any other documents furnished under this Agreement 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, work products or any other documents, any such additional expense shall be borne solely by CONSULTANT. When the agreed upon scope of services to be performed by CONSULTANT are not in conformance with the terms of this Agreement, DISTRICT shall have the right to require CONSULTANT to perform the agreed upon scope of services in conformance with the terms of this Agreement at no additional cost to DISTRICT. When the agreed upon scope of services are not in conformance with

the terms of this Agreement and are of such a nature that they cannot be corrected, DISTRICT shall have the right to (1) require CONSULTANT immediately to take all necessary steps to ensure future performance in conformity with the terms of this Agreement; and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event CONSULTANT receives payment under this Agreement which is later disallowed by DISTRICT for nonconformance with the terms of the Agreement, CONSULTANT shall promptly refund the disallowed amount to DISTRICT on request; or at its option, DISTRICT may offset the amount disallowed from any payment due to CONSULTANT.

11. PERMITS AND RIGHTS OF ENTRY

DISTRICT shall obtain all necessary rights of entry that may be required in order for CONSULTANT to perform the services stipulated by an approved Task Order within and upon privately-owned property. CONSULTANT shall obtain all necessary permits or rights of entry that may be required in order for CONSULTANT to perform the services stipulated by an approved Task Order from any and all affected public entities. Sufficient evidence of having obtained such permits and/or rights of entry shall be furnished to DISTRICT by CONSULTANT, prior to initiation of work. CONSULTANT shall prosecute the work in such a manner as to minimize public inconvenience and possible hazard and shall restore the streets and other work areas to their original condition and former usefulness as soon as practicable. CONSULTANT shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.

12. NOTICES

Any and all notices sent or required to be sent to the Parties of this Agreement will

be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Finance Division

WESTON SOLUTIONS, INC.
5817 Dryden Place, Suite 101
Carlsbad, CA 92008
Attn: Sheri Dister

13. REQUIRED INSURANCE

CONSULTANT shall not commence operations until DISTRICT has been furnished with original certificate(s) of insurance and certified original copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. As respects to the insurance section, DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

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

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

- 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 insureds.
- 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 \$1,000,000 per occurrence and \$2,000,000 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 its' sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a 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 for 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 an A:VIII (A:8) unless such requirements are waived, in writing, by DISTRICT's 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 deemed 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 with respect to this Agreement with DISTRICT; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- iii. CONSULTANT shall cause their insurance carrier(s) to furnish DISTRICT with 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 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 DISTRICT 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 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 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 and the monetary limits of liability required under this Agreement if, in DISTRICT 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.
- 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.

14. WORK PRODUCT

CONSULTANT shall provide DISTRICT with all data, calculations, technical studies, plans, specifications, computer files, field notes, estimates, drawings, logs, maps, exhibits, reports and any other documents as set forth in the approved Task Order(s). All data, calculations, technical studies, plans, specifications, computer files, field notes, drawings, logs, maps, exhibits, reports and any other documents produced by CONSULTANT in the performance of the services as set forth in the approved Task Order(s) shall become and remain the sole property of DISTRICT. CONSULTANT shall not publish or transfer any material produced or resulting from

activities supported by this Agreement without the written consent of the General Manager-Chief Engineer of DISTRICT. If any such material is subject to copyright or trademark, the Parties agree that the right to any and all copyright and/or trademark in and to the material is expressly reserved to DISTRICT. If any such material is copyrighted, the Parties hereto understand and agree that DISTRICT reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such material, in whole or in part, and to authorize others to do so, provided written credit is given the author.

15. **INTENTIONALLY DELETED**

16. QUALITY CONTROL

CONSULTANT shall implement and maintain effective quality control procedures throughout all phases of assigned task and/or services. CONSULTANT shall have a quality control plan in effect during the entire time task and/or services are being performed under this Agreement. The plan shall establish a process whereby all calculations and documents prepared under this Agreement are independently checked, corrected and back-checked, and all pertinent job related correspondence and memoranda are bound in appropriate job files. Evidence that the quality control plan is functional may be requested by DISTRICT. All documents and any other items submitted to DISTRICT for review shall be initialed by CONSULTANT's project manager, or his designee, as being fully checked and that the preparation of the material followed the quality control plan established for the work.

17. TERMINATION

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

A. Agreement

- 1) Terminate this Agreement without cause upon providing CONSULTANT

thirty (30) business days written notice stating the extent and effective date of termination; or

- 2) Upon five (5) business 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 any such manner it deems appropriate.

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 work product, equipment, files, records, data or reports prepared by CONSULTANT, whether partially or fully completed.

In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for all services performed in accordance with this Agreement to the date of termination, a total amount which bears the same ratio to the total maximum fee otherwise payable under this Agreement as the services actually bear to the total services necessary for performance of this Agreement. Notwithstanding any of the other 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 29 (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.

B. Approved Task Order

Terminate an approved Task Order or portion thereof without cause upon providing CONSULTANT fourteen (14) days written notice stating the extent and effective date of termination. In the event DISTRICT issues a Notice of Termination for an approved Task Order, CONSULTANT shall: i) stop all work under the Task Order 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 work product, data or reports prepared by CONSULTANT, whether partially or fully completed.

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

18. BASIC SERVICES OF CONSULTANT

The scope of services associated with the performance of any specific Task Order under this Agreement shall be expressly defined and agreed upon prior to the approval of the Task Order by DISTRICT's General Manager-Chief Engineer. Any

changes to the approved scope of services must be authorized by DISTRICT's General Manager-Chief Engineer and shall be made in accordance with Section 23 (CHANGES TO TASK ORDER SCOPE OF SERVICES).

All work prepared by CONSULTANT shall be subject to the approval of DISTRICT's Project Manager. CONSULTANT shall allow Project Manager to inspect and review CONSULTANT's work in progress at any reasonable time. All reports, working papers and similar work products prepared for submission in the course of providing services under this Agreement shall be submitted to the Project Manager in draft form. In the event that Project Manager, in his or her sole discretion, determines the formally submitted work product to be incomplete or otherwise inadequate, CONSULTANT may be required to revise and resubmit the work at no additional cost to DISTRICT. Should CONSULTANT fail to make requested corrections in a timely manner, such corrections may be made by DISTRICT and the cost thereof charged to CONSULTANT. Neither DISTRICT's review nor approval shall give rise to any liability or responsibility on the part of DISTRICT, or waive any of DISTRICT's rights, or relieve CONSULTANT of its professional responsibilities or obligations under this Agreement.

19. PREVAILING WAGE

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. 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. Pursuant to the Labor Code, DISTRICT has obtained for the Board of Supervisors of DISTRICT from the Director of the Department of Industrial

Relations, State of California, his determinations of general prevailing rates of per diem wages applicable to the work and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, apprentices and similar purposes for each craft, classification or type of workman needed, as set forth on the schedule which is on file at DISTRICT office and which will be made available to any interested person upon request.

20. INDEPENDENT CONTRACTOR/NON-EXCLUSIVE AGREEMENT

CONSULTANT and the agents and employees of CONSULTANT shall act at all times in an independent capacity during the term of this Agreement and in the performance of the services to be rendered hereunder and shall not act as or shall not be and shall not in any manner be considered to be employees or agents of DISTRICT. This is not an exclusive agreement between DISTRICT and CONSULTANT, and DISTRICT may obtain the same or similar services from another firm if DISTRICT determines that is appropriate. DISTRICT is not obligated to have CONSULTANT provide a specific minimum amount of services pursuant to this Agreement.

21. SUBCONTRACTING

CONSULTANT may, at CONSULTANT's own expense, retain or employ sub-consultants to accomplish certain portions of the work covered by this Agreement. However, except as specifically provided in the Compensation/Fee Rate Schedule attached to the approved Task Order 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.

Should one or more of the sub-consultants, as identified in the Compensation/Fee Rate Schedule attached to the approved Task Order or as expressly identified in this Agreement, become unavailable, CONSULTANT may substitute other sub-

consultants of equal or greater competence upon written approval by DISTRICT. In the event that DISTRICT and CONSULTANT cannot agree as to the substitution of the sub-consultant, DISTRICT may terminate the Task Order, pursuant to the applicable provisions of this Agreement.

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

22. CHANGES TO TASK ORDER SCOPE OF SERVICES

CONSULTANT shall not perform any additional work or services outside the scope of an approved Task Order without the prior written approval of DISTRICT's General Manager-Chief Engineer. If, at any time during the performance of an approved Task Order, CONSULTANT believes that it is necessary to include certain work or services which are not clearly covered under the scope of an approved Task Order, CONSULTANT shall immediately notify the Project Manager in writing of CONSULTANT's assertion that the work is out of scope. Said notification by CONSULTANT to the Project Manager shall not in any way be construed as proving that the work or services in question are outside the scope of the Task Order. The Project Manager must approve or reject CONSULTANT's assertion in writing. In the event the Project Manager determines that CONSULTANT is correct, the additional work or services shall be authorized by a new or revised Task Order that covers the new scope, cost and schedule. In the event that such notification is not given or if the Project Manager is not afforded an opportunity to negotiate the appropriate fee

for such additional services prior to CONSULTANT's commencement of such additional services, then CONSULTANT shall be deemed to have agreed to perform the work or services without any additional compensation and to have accepted sole responsibility for the performance of said work or services. Extra work done or services performed without a new or revised Task Order from DISTRICT's General Manager-Chief Engineer, shall be considered unauthorized and shall not be paid for by DISTRICT.

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

At any time during the performance of the Task Order, the Project Manager, upon providing five (5) business days written notice to CONSULTANT, may delete services and the associated fees from the Task Order. In the event DISTRICT requests deletion of services from the Task Order, DISTRICT shall make payment for all services satisfactorily performed in accordance with the negotiated Task Order up to the effective date of deletion; the amount of the payment shall be prorated to the total services necessary for completion of the Task Order. Any work product developed for the deleted services shall be provided to DISTRICT.

23. 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.

24. ASSIGNMENT

Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of DISTRICT and approval by DISTRICT Board of Supervisors. The following events shall not be deemed an assignment and would not

require prior written consent by DISTRICT:

- A. A partner in a partnership may transfer all or part of his/her or its interest in the partnership to: 1) another partner of the partnership; 2) by intestate succession or testamentary disposition on the partner's death; 3) by a gift to a partner's spouse or children, to a trustee for the partner's spouse or children, or both; 4) to a corporation if, immediately after the transfer, the partner making the transfer continues to own at least 50 percent of that corporation's voting shares.
- B. Any merger, consolidation or other reorganization of CONSULTANT, or the sale of other transfer of a non-controlling percentage of the capital stock or interest of CONSULTANT, or the sale of not more than 50 percent of the value of CONSULTANT's assets.

For any of the above events not deemed as an assignment, such events shall require written notice to DISTRICT at least 30 days prior to the occurrence of such event.

25. CONFLICT OF INTEREST

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

26. JURISDICTION/LAW/SEVERABILITY

This Agreement is to be construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be

declared severable and shall be given full force and effect to the extent possible.

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

27. 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.

28. NON-DISCRIMINATION

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

29. NON-APPROPRIATION OF FUNDS

It is mutually agreed and understood that the obligation(s) 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