

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



ITEM: 11.3
(ID # 25188)

MEETING DATE:
Tuesday, June 25, 2024

FROM : FLOOD CONTROL DISTRICT

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Amended and Restated Consulting Services Agreement Between the Riverside County Flood Control and Water Conservation District and Proactive Engineering Consultants, Inc., dba Q3 Consulting, for Bedford Canyon Channel, Stage 1, Project No. 2-0-00253, District 2. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Amended and Restated Consulting Services Agreement ("Amended Agreement") between the Riverside County Flood Control and Water Conservation District ("District") and Proactive Engineering Consultants, Inc., dba Q3 Consulting, ("Consultant") for Fiscal Year 2024/2025;
2. Authorize the Chair of the District's Board of Supervisors to execute the Amended Agreement documents with the Consultant on behalf of the District;
3. Authorize the General Manager-Chief Engineer or designee to take all necessary steps to implement the Amended Agreement, including, but not limited to, negotiating, approving and executing any non-substantive amendments and any assignment and assumption associated with change of ownership of the company, subject to approval by County Counsel;
4. Authorize the District's General Manager-Chief Engineer to terminate the Amended Agreement in accordance with the terms and conditions in the Amended Agreement; and
5. Direct the Clerk of the Board to return two executed Amended Agreements to the District.


ACTION: Policy


Jason Orrey, GENERAL MGR-CHIEF FLD CNTRL ENG 6/11/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: June 25, 2024
xc: Flood

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On March 30, 2021, the District's Board of Supervisors approved a multi-year agreement between the District and Consultant [Board Agenda Item No. 11.4]. The agreement, with a contract limit of Five Hundred Two Thousand Seven Hundred Fifty-One Dollars and Sixty-Six Cents (\$502,751.66), allows the District to retain Consultant to provide professional engineering services for the final design of the District's Bedford Canyon Channel, Stage 1 facility ("Project") to convey the 100-year storm flows from Interstate 15 to Temescal Canyon Road. The proposed design will be a stabilized system that reduces the amount of in stream erosion and sediment caused by high flows while minimizing cost and environmental impacts. Additionally, the Project will accommodate the Butterfield Overland Trail along the proposed channel.

In order to allow the District to complete the final design of the Project in a timely manner, District staff is recommending that its Board of Supervisors approve this Amended Agreement to extend the term for an additional year. Approval of the Amended Agreement will not change the total aggregate contract amount, which is capped at Five Hundred Two Thousand Seven Hundred Fifty-One Dollars and Sixty-Six Cents (\$502,751.66).

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

Prev. Agn. Ref.: MT 14687, 11.4 of 03/30/21

Impact on Residents and Businesses

The Project will provide flood protection to existing businesses and accommodate the Butterfield Overland Trail. Costs incurred under this Amended Agreement will be funded by ad valorem property tax revenue and entail no new fees, taxes or bonded indebtedness.

Additional Fiscal Information

Sufficient funding is available in the District's Zone 2 budget for Fiscal Year 2024/2025 and will be included in the District's recommended budget for future fiscal years, as appropriate and necessary.

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ATTACHMENTS:

1. Vicinity Map
2. Amended and Restated Consulting Services Agreement

AMR:bjj
P8/256433



Jason Farin, Principal Management Analyst 6/18/2024



Aaron Gettis, Chief of Deputy County Counsel 6/12/2024

AMENDED AND RESTATED
CONSULTING SERVICES AGREEMENT
Bedford Canyon Channel, Stage 1
Project No. 2-0-00253

This Amended and Restated Consulting Services Agreement ("AGREEMENT"), dated as of June 25, 2024, is entered by and between the Riverside County Flood Control and Water Conservation District, a body corporate and politic ("DISTRICT"), and Proactive Engineering Consultants, Inc., dba Q3 Consulting, a California Corporation ("CONSULTANT"), sometimes hereinafter, DISTRICT and CONSULTANT may be referred to collectively as the "Parties." The Parties hereby agree as follows:

RECITALS

WHEREAS, on March 30, 2021 (DISTRICT Board Agenda Item 11.4), DISTRICT and CONSULTANT entered into that certain Consulting Services Agreement ("ORIGINAL AGREEMENT") for CONSULTANT to provide professional engineering services for the final design of DISTRICT's Bedford Canyon Channel, Stage 1, as shown on Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, although ORIGINAL AGREEMENT, by its terms, will expire on June 30, 2024, and the Parties desire to continue the performance of such services as specified in ORIGINAL AGREEMENT; and

WHEREAS, DISTRICT and CONSULTANT desire to amend and restate the ORIGINAL AGREEMENT to extend the period of performance to June 30, 2025; and

WHEREAS, upon execution of this AGREEMENT, ORIGINAL AGREEMENT shall be superseded and replaced.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

- 1. SCOPE OF SERVICES – DISTRICT hereby retains CONSULTANT, as an independent contractor, to perform all technical and professional services including

but not limited to expertise, labor, materials, equipment, transportation, supervision and other incidental services to fully and adequately perform and complete in a skillful and professional manner, those engineering services set forth and described in the "Scope of Work", attached hereto as Attachment "A" and made a part hereof. CONSULTANT shall not perform any additional work, including any optional tasks, except as directed by DISTRICT in writing.

2. TIME FOR PERFORMANCE – The term of this AGREEMENT shall become effective on the date AGREEMENT is executed by DISTRICT's Board of Supervisors and shall terminate on June 30, 2025. CONSULTANT shall not commence performance of any work or services, for any reason whatsoever, until DISTRICT has provided CONSULTANT with a written Notice to Proceed authorizing CONSULTANT to initiate work pursuant to this AGREEMENT. No payment will be made for any work or services performed prior to the issuance of said Notice to Proceed.
3. COMPENSATION – The total amount of compensation paid to CONSULTANT under the terms of this AGREEMENT shall not exceed ORIGINAL AGREEMENT sum of Five Hundred Two Thousand, Seven Hundred Fifty-One Dollars and Sixty-Six Cents (\$502,751.66). DISTRICT shall pay CONSULTANT for actual services satisfactorily performed in accordance with CONSULTANT's "Scope of Work" (Attachment "A") and "Fee Schedule", attached hereto as Attachment "B" and made a part hereof. CONSULTANT shall invoice DISTRICT for completion of "Tasks" as shown in Attachment "B" based on a lump sum not to exceed for each deliverable upon delivery or performance of said tasks. Tasks seventeen (17) through twenty-three (23) as described in Attachment "A" and Attachment "B" will only be performed if requested by DISTRICT.

4. PAYMENT – CONSULTANT shall submit invoice(s) to DISTRICT (Attention: Business Office – Accounts Payable) in arrears, no later than sixty (60) calendar days after completion of each deliverable. DISTRICT reserves the right to withhold payment for work that is not invoiced in a timely manner. All invoices shall itemize charges to conform to the deliverables as set forth in Attachment "B". All invoices shall contain, at a minimum, the following information: invoice number, invoice date, invoice total amount, remittance address, DISTRICT's purchase order number, quantities, item descriptions, unit price, extensions and sales/use tax if applicable. Incomplete invoices will be returned to CONSULTANT for correction.
- Upon satisfactory performance of CONSULTANT's services pursuant to DISTRICT approved scope of services, DISTRICT shall pay CONSULTANT within forty-five (45) days after DISTRICT's receipt of appropriate invoice(s) from CONSULTANT. Progress payments, if permitted in DISTRICT approved scope of services, shall be processed no more than once per month. DISTRICT shall not pay interest or finance charges on any outstanding balance(s).
- Except as specifically provided for and stated in this AGREEMENT or Attachment "B", DISTRICT shall not be responsible for payment of any of CONSULTANT's expenses related to this AGREEMENT.
5. SUBCONTRACTING – CONSULTANT may, at CONSULTANT's own expense, employ special consultants to accomplish the work covered by this AGREEMENT; however, except as specifically provided in Attachment "A" or as expressly identified in this AGREEMENT, no portion of the services pertinent to this AGREEMENT shall be subcontracted without prior written approval and authorization by DISTRICT.
6. LICENSES – At all times, while performing services under this AGREEMENT, CONSULTANT, its employees, agents, contractors and subcontractors shall possess

and maintain all necessary professional licenses, registrations, certificates, permits and other authorizations as required by the applicable federal, state and local laws, regulations, rules and ordinances.

7. STANDARD OF CARE – While performing the services, CONSULTANT shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONSULTANT's profession practicing in the State of California and shall use reasonable diligence and best judgment while exercising CONSULTANT's professional skill and expertise. By executing this AGREEMENT, CONSULTANT represents and maintains that CONSULTANT has the necessary experience and expertise to skillfully perform all services, duties, and obligations required by this AGREEMENT.

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

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

9. PREVAILING WAGE

- A. In the event that a portion of the work performed by CONSULTANT are by crafts affected by state labor laws, the following terms and conditions shall apply.
- i. CONSULTANT shall comply with all applicable provisions of the California State Labor Code regarding prevailing wages, Department of Industrial Relations Division of Apprenticeship Standards Labor and Labor Codes.
 - ii. All workers shall be paid not less than the general prevailing rate of wages and benefits for work of a similar character in the locality in which the work is performed, as provided in Labor Code Sections 1770 et seq.
 - iii. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
- B. When all of the work performed by CONSULTANT is performed by crafts not affected by state labor laws or are not contemplated for use, the following terms and conditions shall apply.
- i. The State of California's General Prevailing Wage Rates are not applicable to this AGREEMENT.
10. NOTICES – Any and all notices sent or required to be sent to the Parties of this AGREEMENT will be mailed by first class mail, postage prepaid, to the following addresses:

To DISTRICT: RIVERSIDE COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Design II

To CONSULTANT: Q3 CONSULTING
27051 Towne Centre Drive, Suite 270
Foothill Ranch, CA 92610
Attn: John McCarthy

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

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

- A. Workers' Compensation: If CONSULTANT has employees as defined by the State of California, CONSULTANT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of DISTRICT and the County of Riverside.
- B. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising

injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT's performance of its obligations hereunder. Policy shall name DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this AGREEMENT or be no less than two (2) times the occurrence limit.

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

provided under items 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions – All Lines:

- i. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than A:VIII (A:8) unless such requirements are waived, in writing, by DISTRICT Risk Manager. If DISTRICT's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.
- ii. CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of DISTRICT Risk Manager before the commencement of operations under this AGREEMENT. Upon notification of self-insured retention unacceptable to DISTRICT and at the election of DISTRICT's Risk Manager, CONSULTANT's carriers shall either 1) reduce or eliminate such self-insured retention as respects this AGREEMENT with DISTRICT; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- iii. CONSULTANT shall cause CONSULTANT's insurance carrier(s) to furnish DISTRICT with either: 1) a properly executed original Certificate(s) of Insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by 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 thirty (30) day Notice of Cancellation endorsement.

- iv. In the event of a material modification, cancellation, expiration or reduction in coverage, this AGREEMENT shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONSULTANT shall not commence operations until DISTRICT has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and, if requested, certified original policies of insurance, including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- v. It is understood and agreed to by the Parties hereto that CONSULTANT's insurance shall be construed as primary insurance,

and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

- vi. If, during the term of this AGREEMENT or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work, or the term of this AGREEMENT, including any extensions thereof, exceeds five (5) years, COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this AGREEMENT if, in DISTRICT Risk Management's reasonable judgment, the amount or type of insurance carried by CONSULTANT has become inadequate.
- vii. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subconsultants working under this AGREEMENT.
- viii. The insurance requirements contained in this AGREEMENT may be met with a program(s) of self-insurance acceptable to DISTRICT.
- ix. CONSULTANT agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this AGREEMENT.

12. INDEMNITY AND HOLD HARMLESS

A. Basic Indemnity

- i. To the fullest extent permitted by applicable law, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to DISTRICT), indemnify, and hold harmless DISTRICT and the County of Riverside, its Agencies, Districts, Departments and Special Districts,

Board of Supervisors, elected and appointed officials, and each of their respective directors, members officers, employees, agents, volunteers and representatives ("Indemnitees") and each of them from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, negligent breach of contract), recklessness, or willful misconduct on the part of CONSULTANT or its subconsultants or their respective employees, agents, representatives, or independent contractors.

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

CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph B below.

B. Indemnity for Design Professionals

- i. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to DISTRICT), indemnify and hold harmless the Indemnitees, and each of them, against any and all losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful misconduct constituting professional negligence on the part of CONSULTANT or its subconsultants, or their respective employees, agents, representatives, or independent contractors. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section. CONSULTANT shall defend and pay, all costs and fees, including but not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the extent and in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT arising out of or from the performance of professional design services under this AGREEMENT. The duty to defend applies to any alleged or actual negligence, recklessness, willful misconduct of

CONSULTANT. The cost for defense shall apply whether or not CONSULTANT is a Party to the lawsuit and shall apply whether or not CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.

- ii. Without affecting the rights of DISTRICT under any other provision of this AGREEMENT, CONSULTANT shall not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by AGREEMENT of CONSULTANT and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.
- iii. CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity AGREEMENTs with provisions identical to those set forth in this section from each and every subconsultant, of every Tier.
- iv. CONSULTANT's indemnification obligations under this AGREEMENT shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.
- v. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to

defense and/or indemnification under this AGREEMENT.

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

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

14. WORK PRODUCT – CONSULTANT shall provide DISTRICT with all applicable data, calculations, technical studies, plans, specifications, computer files, field notes, estimates, drawings, logs, maps, exhibits, analyses, documents, materials, policies and report(s) as set forth in Attachment "A". All work products or deliverables furnished under this AGREEMENT shall be and remain the sole property of DISTRICT. CONSULTANT shall not publish or transfer any material produced or resulting from activities supported by this AGREEMENT without the written consent of the General Manager-Chief Engineer. If any such material is subject to copyright and/or trademark, the Parties agree that the right to any and all copyright and/or trademark in and to the material is expressly reserved to DISTRICT. If any such material is copyrighted, the Parties hereto understand and agree that DISTRICT

reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, and use such material, in whole or in part and to authorize others to do so provided written credit is given the author.

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

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

There shall be no change in CONSULTANT's Key Personnel as listed in Attachment "A" without prior written approval by DISTRICT.

17. TERMINATION – At any time during the term of this AGREEMENT, DISTRICT may:

A. Terminate this AGREEMENT without cause upon providing CONSULTANT thirty (30) calendar days written notice stating the extent and effective date of termination; or

B. Upon five (5) days written notice, terminate this AGREEMENT for CONSULTANT default, if CONSULTANT refuses or fails to comply with the provisions of this AGREEMENT or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time.

In the event of such termination, DISTRICT may proceed with the work in a

manner deemed proper to DISTRICT.

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

In the event DISTRICT terminates this AGREEMENT, DISTRICT shall make payment for all services satisfactorily performed in accordance with this AGREEMENT to the date of termination and at the rates as set forth in Attachment "B". Notwithstanding any of the other provisions of this AGREEMENT, CONSULTANT's rights under this AGREEMENT shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this AGREEMENT by CONSULTANT; or in the event of CONSULTANT's unwillingness or inability for any reason whatsoever to perform the duties hereunder; or if AGREEMENT is terminated pursuant to Section 26 (NON-DISCRIMINATION). In such event, CONSULTANT shall not be entitled to any further compensation under this AGREEMENT. The rights and remedies of DISTRICT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT.

18. DISPUTES

A. In the event CONSULTANT considers any work demanded of CONSULTANT to be outside the requirements of this AGREEMENT, or if CONSULTANT considers any order, instruction or decision of DISTRICT to be unfair, CONSULTANT shall promptly, upon receipt of such order,

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

- B. Any controversy or claim arising out of or relating to this AGREEMENT which cannot be resolved by mutual AGREEMENT may be settled by arbitration, provided that the Parties hereto mutually agree to submit to arbitration.
 - C. Neither the pendency of a dispute nor its consideration by arbitration shall excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.
19. ASSIGNMENT – Neither this AGREEMENT nor any part thereof shall be assigned by CONSULTANT without the prior written consent of DISTRICT.
20. CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with DISTRICT that may have an impact upon the outcome of this AGREEMENT, or any ensuing DISTRICT construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT, or any ensuing DISTRICT construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this AGREEMENT. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this AGREEMENT shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this AGREEMENT.
21. INDEPENDENT CONTRACTOR – CONSULTANT and the agents and employees of CONSULTANT shall act at all times in an independent capacity during the term of this AGREEMENT and in the performance of the services to be rendered hereunder and shall not act as, shall not be and shall not in any manner be considered employees or agents of DISTRICT or the County of Riverside.
22. FORCE MAJEURE – If either of the Parties cannot comply with any provision of

this AGREEMENT due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders or other similar acts, such Party shall not be held liable for such failure to comply.

23. EDD REPORTING REQUIREMENTS - In order to comply with child support enforcement requirements of the State of California, DISTRICT may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department ("EDD"). CONSULTANT agrees to furnish the required data and certifications to DISTRICT within ten (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.
24. JURISDICTION/LAW/SEVERABILITY – This AGREEMENT is to be construed in accordance with the laws of the State of California. If any provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be declared severable and shall be

given full force and effect to the extent possible.

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

25. WAIVER – Any waiver by DISTRICT of any breach of any one or more of the terms of this AGREEMENT shall not be construed to be a waiver of any subsequent or other breach of the same or any other term thereof. Failure on the part of DISTRICT to require exact, full and complete compliance with any terms of this AGREEMENT shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT from enforcement hereof.
26. NON-DISCRIMINATION – CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, disability, physical condition, marital status or age, and to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (California Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), the American with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.), the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Civil Rights Stabilization Act of 1987, Executive Orders 12898 and 13166, and all other applicable related laws, regulations and Executive Orders. Such nondiscrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion,

transfer, recruitment or recruitment advertising, layoff or termination.

27. NON-APPROPRIATION OF FUNDS - It is mutually agreed and understood that the obligations of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for the reimbursement of CONSULTANT's fees. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONSULTANT in writing. This AGREEMENT shall be deemed terminated and have no further force and effect immediately on receipt of DISTRICT's notification by CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to payment for work already performed in accordance with Section 3 (COMPENSATION) and Section 4 (PAYMENT).
28. ENTIRE AGREEMENT – This AGREEMENT constitutes the entire AGREEMENT between the Parties hereto with respect to the subject matter hereof. Any modifications to the terms of this AGREEMENT must be in writing and signed by the Parties herein.
29. DISCREPANCIES – In the event of any conflict between the terms of this AGREEMENT and the terms in any of the Attachments, the terms of this AGREEMENT shall govern.
30. 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 CUETA as amended from time to time. 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:

June 25, 2024
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By: J. 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:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

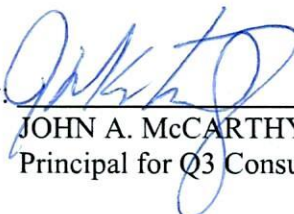
By: Ryan Yabko
RYAN YABKO
Deputy County Counsel

By: Nancy Li
Deputy

(SEAL)

Amended and Restated Consulting Services Agreement
Bedford Canyon Channel, Stage 1
Project No. 2-0-00253
05/29/24
AMR:blj

**PROACTIVE ENGINEERING
CONSULTANTS, INC., dba Q3 CONSULTING**

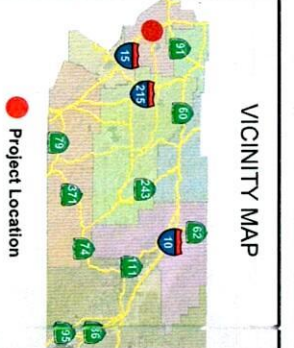
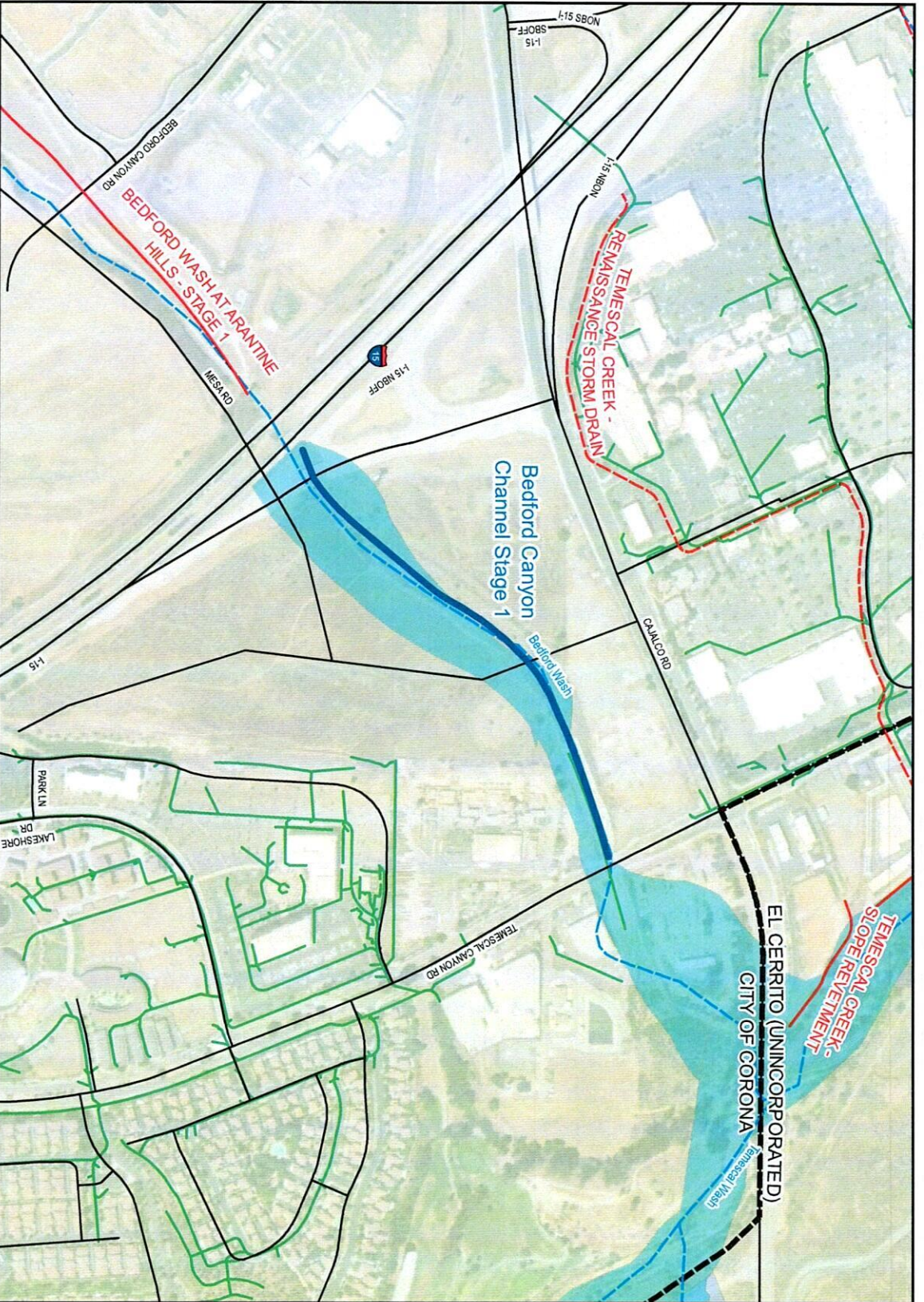
By: 

JOHN A. McCARTHY
Principal for Q3 Consulting

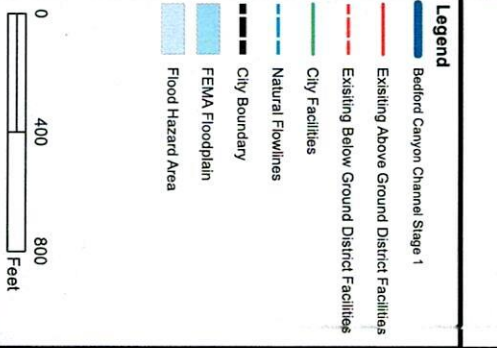
Amended and Restated Consulting Services Agreement
Bedford Canyon Channel, Stage 1
Project No. 2-0-00253
05/29/24
AMR:blj



RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT
Bedford Canyon Channel Stage 1
 Supervisorial District 2



Description
 This District-led project proposes to improve approximately 2,000 feet of improvements in Bedford Canyon Wash, located east of Interstate 15, west of Temescal Canyon Road and south of Calajalco Road in Corona, California. The primary objective for this project is to safely convey the 100-year storm flows in a stabilized system from Interstate 15 northbound freeway to an existing culvert under Temescal Canyon Road in a manner that reduces erosion and sediment generated in the wash. Additionally, the project will aim to accommodate space for the Butterfield Overland Trail project. The District will be responsible for operation and maintenance of the channel.



Project No. **2-8-00253-01**
EXHIBIT A

ATTACHMENT "A"
SCOPE OF WORK



Scope of Work

Q3 shall complete the Scope of Services identified below and outlined in the RFQ and meet the Project Objectives identified in the Project Charter. The following scope of services has been summarized to adequately identify the required work to complete the project.

Task 1 - PROVIDE MEMORANDUM OF UNDERSTANDING AND SCHEDULE

Provide design memorandum of understanding including any and all project constraints needed for the PDR and final design, identifications of all site investigations that are recommended and a detailed project schedule showing completion date of MARCH 2022 and an advertise targeted date NO LATER THAN JUNE 2022. Schedule shall include sufficient time for District review of submittals, as well as time to address comments from the District.

Task 2 - PRELIMINARY DESIGN REPORT

The Preliminary Design Report (PDR) will be prepared by the Consultant as a precursor to the preparation of construction drawings, using the District's provided template. This task shall include the preparation of hydraulic modeling using the USACE HEC-RAS computer program and sediment transport modeling using either the HEC-RAS or HEC-6T computer program. The PDR will summarize the findings of initial hydraulic and sedimentation studies. The hydraulic conveyance capacity and stability under Interstate 15 and the northbound Cajalco Road offramp within Caltrans right of way will be included in the analysis. If needed, the project will evaluate if it is possible to stabilize that reach from the RCTC property. If it is not possible to stabilize the Caltrans portion of the wash from the RCTC right of way, then a future project or task order will address the Caltrans portion of the wash and will not be included in the scope of this project.

Q3 will perform an alternative analysis regarding the channel length, geometry, right of way requirements, hydraulic models, and environmental mitigation concerns. Coordinate meetings with Caltrans, RCTC, and the District to discuss the project extents and form prior to the start of any design work. Assume 4 meetings. Present the alternatives analysis, with emphasis on the preferred alternative, to the District, RCTC, and Caltrans.

Using the sediment transport results, Q3 will determine maintenance access requirements with District Operations & Maintenance staff and incorporate maintenance access into design. Assume 2-3 meetings. Evaluate opportunities to protect existing vegetation or incorporate new areas that can serve onsite environmental benefits and/or mitigation. Accommodate the Butterfield Trail along the proposed channel. Coordinate with the Riverside County Regional Park and Open Space District and RCTC as necessary to set aside right of way to be designated for future construction of the trail. Participate with District and other public agencies in meetings to accommodate the proposed trail into the final design. Assume 3-4 meetings. Evaluate Side Drainage needs and identify locations of discharge into the channel.

Deliverables

- Preliminary Design Report (PDR) documenting the outcomes and decisions/recommendations made using District's template and how they will impact or be integrated into the final design/permitting. Assumes two submittals to fully addressing all comments.

Task 3 - 30% PLANS

Prepare 30% design showing the final planform, profile and sections of the main channel, each integrating the elements identified in preliminary design and locating and hydraulic sizing of structures within the main channel such as grade control structures, transitions, riprap, etc. Plans shall conform to the content and presentation requirements shown in the District's Drafting Manual (latest edition). The following sheets are anticipated with the 30% submittal (based on the soft-bottom channel alternative):

Sheet Name/Type	Number of Sheets
Title and Notes Sheet	1
Layout and Survey Control Sheet	1
Plan and Profile Sheets (1"=20')	4
Grade Control Details Sheet	1
Typical Section Sheet	1



Deliverables

- 30% design plans (one full format PDF) to the District, RCTC, and possibly Caltrans (if the project extends into Caltrans right of way). Assumes three submittals to address all comments.

Task 4 - LAND ACQUISITION COORDINATION

Consultant will actively coordinate with District Real Estate Services (RES) staff, who will lead in acquiring any necessary property rights. Consultant will develop exhibits and information necessary to support District RES staff in their real estate acquisition efforts. Anticipated exhibits include right of entry exhibits, right of way maps, parcel boundary maps, required land acquisition maps. Anticipated information to be provided by Consultant includes mapping measurement of permanent and temporary land acquisition area and supporting parcel mapping data. Consultant will coordinate with RES staff as needed during the acquisition process for questions/clarifications. Consultant will also work with RES staff in preparing right of entry exhibits as needed to perform geotechnical investigation.

Deliverables

- Exhibits for each Assessor Parcel Number (APN) identifying and dimensioning the specific limits of land acquisition necessary for the project, considering both temporary construction needs as well as permanent needs for operation and maintenance of the project. Assumes two (2) APNs based on a review of available data.
- Review and confirmation of District-prepared legals and plats to confirm they meet project needs.
- Coordination with RES staff during the acquisition process as needed for questions/clarifications.
- Prepare right of entry exhibits for RES staff prior to performing geotechnical investigation.

Task 5 - ENVIRONMENTAL COORDINATION

The District's ERS staff will be responsible for all environmental documentation and permits necessary for the construction of the project, including CEQA and Regulatory Permitting efforts if the rock-lined side slope and soft-bottom trapezoidal channel (Form #1) is chosen as the preferred channel geometry. The Consultant will coordinate discussions/meetings amongst the Consultant, RCTC, and the District to determine which agency will be responsible for CEQA and Environmental Permitting if a channel geometry besides Form #1 is chosen. The Consultant shall prepare information, exhibits and documentation as needed to support the District. Consultant will assist in preparing an Environmental Information Package (EIP), attend meetings, and participate in conference calls to ensure that the design and CEQA/permitting efforts are coordinated.

Deliverables

- Submit an EIP in PDF format, following the District template.
- If Form #1 is chosen as the project geometry, create and submit a Long-Term Management Plan similar in form to the maintenance plan of the upstream channel.

Task 6 - GEOTECHNICAL INVESTIGATION

Converse Consultants shall prepare a geotechnical investigation of the site. The analysis shall conform to the requirements in the RFQ and provide the information needed for the analysis and design of the project.

6.1 Literature Review

Q3 will review the following available documents:

- Regional and local geology literatures and maps.
- Existing reports pertaining to the project.
- Flood hazards maps.
- Faulting and seismicity, and any other documents that pertain to the site or the vicinity.
- Groundwater data.

6.2 Site Reconnaissance/Project Set-up

As part of the field reconnaissance/project set-up, our staff will conduct the following:

- Prepare an exhibit showing the proposed boring locations and submit for your and the RCTCs review.



- Conduct a site reconnaissance and mapping to verify the existing surface conditions within the project limits including drainage courses, exposed material within the existing slopes and any possible fill. Also mark the boring locations.
- Notify Underground Service Alert (USA) at least 48 hours prior to drilling to clear the boring locations of any conflict with existing underground utilities.
- Retain a drilling company registered in the State of California.

6.3 Subsurface Exploration

Our surface investigation will include drilling exploratory borings. The purpose of the borings will be to:

- Obtain subsurface information within the project limits.
- Collect undisturbed and bulk samples of the various soil types for laboratory testing.

Our boring locations plan us presented in the table below.

Location	Number of Borings/Depth
Top of the Channel	1/50', 1/40'; 3/25'
Bottom of the Channel (Water Infiltration Testing)	4/5'
Total	9/185'

If refusal is encountered at a shallower depth than listed above, the borings will be terminated at that depth.

Considering the loose granular surface soils, the borings will be drilled with a track mounted drill rig (CME 75 or equivalent) equipped with 8-inch diameter hollow stem augers for soils sampling. Soils will be continuously logged and classified by the geologist/engineer in the field by visual examination in accordance with the Unified Soil Classification System.

Undisturbed ring samples of the subsurface materials will be obtained at five-foot intervals, at changes in soil profiles, or where unusual conditions are encountered. The relatively undisturbed ring samples will be obtained using a Modified California Sampler (2.4-inch inside diameter and 3.0-inch outside diameter) lined with thin-walled sample rings. The sampler will be driven into the bottom of the borehole with successive drops of a 140-pound hammer falling 30 inches. The number of successive drops of the driving weight ("blows") required for each six inches of penetration will be shown on the boring log. The soil will be retained in brass rings (2.4 inches in diameter and 1.0 inch in height) and carefully sealed in waterproof plastic containers for shipment to the laboratory. Bulk samples of representative soil types will be collected in plastic bags. Groundwater levels, where encountered in the borings, will be recorded.

The borings will be backfilled with soil cuttings and compacted by pushing down with augers using the drill rig weight. Where asphalt concrete is penetrated, the surface will be patched with cold asphalt concrete. If construction is delayed the surface may settle over time. Q3 recommends the owner monitor the borings and backfill any settlement or depression that might occur or provide fencing around the area of the boring locations to prevent trip and fall injuries from occurring near the area of any potential settlement.

6.4 Seismic Refraction Survey

Seismic Refraction is a surface geophysics method that utilizes the refraction of seismic waves on geology layers and rock/soils units to characterize subsurface geologic conditions. Acoustic energy waves are refracted when they cross over between soil or rock of differing (and increasing) seismic velocities.

The Sub-consultant anticipates some area within the project may be underlain by bedrock at shallow depth. To determine the excavatability of the underlying shallow bedrock Q3 recommends conducting seismic refraction survey.

Q3 plans to use Southwest Geophysics to conduct the seismic refraction for 1 day.

6.5 Water Infiltration Tests



Water Infiltration Testing will be performed in accordance with the Design Handbook for Low Impact Development Best Management Practices (RCFCD).

Four percolation tests, each at 5 feet deep, will be conducted to estimate the water infiltration rate within the channel bottom. The borings will be prepared by installing a 2-inch diameter perforated plastic pipe will be installed inside each boring. Pea gravel filter pack will be poured down the center of the auger while withdrawing the auger to surround the pipe casing and whole bottom with the gravel filter pack. Water will be added to the bore hole until the water level is as near the ground surface as could be achieved and allowed to pre-soak.

Pre-Soaking

Pre-soaking will be done by placing a 5-gallon bottle over the hole of clear water so that water flow into the hole holds constant at a level at least 5 times the hole's radius above the gravel at the bottom of the hole. Testing will commence after all the water has percolated through the test hole or after 15 hours has elapsed since initiating the pre-soak. However, to assume saturated conditions, the sub-consultant will commence testing no later than 26 hours after all pre-soak has percolated through the test hole.

Test Procedure

The test holes will be carefully filled with water to a depth equal to at least 5 times the hole's radius above the gravel prior to each test interval.

In sandy soils, when 2 consecutive measurements show that 6 inches of water seeps away in less than 25 minutes, the test will be run for an additional hour with measurements taken every 10 minutes. Measurements will be taken with a precision of 0.25 inches or better. The drop that occurs during the final 10 minutes will be used to calculate the percolation rate. Our field data will include the two 25 minute and the six 10-minute readings.

In non-sandy soils the sub-consultant will obtain at least 12 measurements per hole over at least six hours with a precision of 0.25 inches or better. From a fixed reference point, the sub-consultant will measure drop in water level over a 30-minute period for at least 6 hours, refilling every 30-minute reading. The total depth of the hole will be measured at every reading to verify that collapse of the borehole has not occurred. The drop that occurs during the final reading will be used to calculate the percolation rate.

Attempts will be made to remove the pipe from the borings. If attempts fail, the pipes will be abandoned in place and the hole backfilled with soils cutting.

6.6 Laboratory Testing

Soil samples obtained during exploratory drilling will be tested in our laboratory to evaluate their physical characteristics and engineering properties. Laboratory testing may include, but will not necessarily be limited to, the following.

- In-place moisture-density.
- Collapse.
- Sand Equivalent
- Expansion Index.
- Soils corrosivity
- Sieve analysis.
- Laboratory maximum density.
- Direct shear.

6.7 Draft and Final Geotechnical Investigation Report Preparation

Data obtained from the existing documents report, field reconnaissance, exploratory borings and laboratory testing program will be evaluated to prepare a report. As listed under section 3.6 of the RFQ, our report will include the following:

1. Project Description.
2. Description of the project site and overall feasibility.
3. Logs of soil borings to include description of soil and rock types encountered =, penetration resistance, caving potential and groundwater conditions.
4. Approximate GPS co-ordinates of the borings.
5. A description of the field procedures used in the investigation.



6. Description of subsurface conditions and controlling engineering properties of the subsurface materials encountered, including a documentation of the boring and sampling locations
7. Depth to groundwater.
8. Results of laboratory testing.
9. Geologic setting of the area.
10. Evaluation of ground rupture potential due to earthquake faulting.
11. Seismicity and Seismic coefficients based on 2019 California Building Code.
12. Evaluation of liquefaction potential and other secondary effects of earthquakes.
13. Results of water infiltration test which will be performed in accordance with Appendix A of the Design Handbook for Low Impact Development Best Management Practices (RCFCD, 2011).
14. Excavation characteristics, and presence of rock within the proposed excavations.
15. Suitability of onsite materials for use as backfill and any limitations.
16. Discussion and recommendation of the use of seismic refraction surveys to determine the depth of (bedrock/granitic) material that will be difficult to remove. General discuss about the type of equipment will be provided; However, the contractor should choose the appropriate equipment based on available information.
17. Preparation of foundation soil below the channel including depth of soil removal (over-excavation), ground scarification, fill placement and compaction.
18. Stability and erosion potential of cut slopes. Slopes will be evaluated for stability under static, seismic and rapid drawdown conditions.
19. Soil and rock excavation and rippability characteristics.
20. Recommendations for trenching, temporary excavations, and soil parameters for the design of shoring.
21. Allowable soils bearing pressures, lateral earth pressures and coefficient of friction for the design of storm drains and earth retaining structures. Recommended Rankin's Factor (K) and Sliding Friction (μ) values for use on RCB and RCP D-Load calculation as well as the modulus of subgrade reaction (Ks) for the associated allowable bearing capacity.
22. Preliminary identification of deposits that may be Pleistocene (early Quaternary) alluvium or older. This information will be used to determine if a paleontological monitor will be required during construction (carbon-age dating may be needed) if more precise evaluation is necessary.
23. Percentage of sands, silts, and clay to determine the soil erodibility factor (K) using the Erickson nomograph.
24. Recommendations for unusual soil or groundwater conditions during construction, if encountered.
25. Recommendations for any anticipated shrinkage and/or subsidence.

6.8 Meeting and Consultation

During the course of our scope of work, Q3 will be available to discuss our findings and recommendations.

Deliverables

- A draft Geotechnical Report shall be provided for District review and comments (full format PDF)
- A final Geotechnical Report signed and stamped by a registered professional shall be provided (PDF format).

Task 7 - UTILITY COORDINATION

A. UTILITY LOCATING

CBelow shall perform up to 10 potholes (including any traffic control, and City/County permits) or other investigations as necessary for the entire project. Potholing will be a reimbursable subtask based on CBelow's actual costs plus nominal Consultant's administrative costs. The Consultant shall coordinate with the District to determine the locations where potholing is required. Potholing shall identify the horizontal and vertical positioning of existing utilities along the channel alignment for each pothole. Consultant shall coordinate the work with the District's Utility Coordinator. The Utility Coordinator will schedule the District's Survey Crew to survey the horizontal and vertical control points of all potholes performed by the subcontractor. The Consultant will have a District Engineer onsite during the potholing process. Consultant shall prepare a pothole location diagram which will be used to identify the required pothole locations in the field.



Deliverables

- Up to 10 potholes, with final pothole report which includes location, description, photos and exhibits and diagrams (hard copy and digital format).
- Prepare utility conflict report with exhibits following District provided format.

B. UTILITY RELOCATION COORDINATION

The Consultant, with the assistance of the District Utility Coordinator, will take the lead in coordinating with utility companies for the relocation of their facilities. Where possible, utilities will be ordered relocated by the City/County, and in such cases, the Consultant shall review the utility company's relocation plans as needed to ensure that they will be clear of the work necessary for the project. If necessary, the District may request the Consultant to prepare utility relocation or protection plans. The cost for such designs will be negotiated on a case by case basis.

Deliverables

- Review of utility company prepared relocation plans as needed.
- Filled out Utility Contact Correspondence Spreadsheet.
- Utility Relocation Design Plans & Cost Estimate if necessary.

Task 8 - 60% DESIGN PLANS

Prepare 60% plans incorporating all additional sections, profiles, dimensions and other details necessary for the geometric design of the various features included in the project. The fee for this task is based on construction of 1,500 feet of a soft-bottom channel. The following sheets are anticipated with the 60% submittal:

Sheet Name/Type	Number of Sheets
Title and Notes Sheet	1
Layout and Survey Control Sheet	1
Plan and Profile Sheets (1"=20')	4
Grade Control Details Sheet	1
Typical Section and Miscellaneous Details	2
Side Drain Profiles Sheet	1
Channel Sections	2

Deliverables

- 60% design plans (three hard copies and one full format PDF) to the District, RCTC and possibly Caltrans (if the project extends into Caltrans right of way). Assumes three submittals.

Task 9 - HYDROLOGY & HYDRAULICS REPORT

The Consultant shall prepare a comprehensive report incorporating the side drainage hydrology and all project hydraulic and sedimentation/scour calculations. The mainline hydrology provided by the District shall be included in an appendix. This report shall be a complete self-contained package and shall include a narrative, assumptions, boundary conditions, all mapping/exhibits, calculations, hydraulic output files and reference drawings and materials. The Hydrology and Hydraulics Report shall include the Sections identified in the RFQ.

Deliverables

- A draft report shall be provided for District review and comments (full format PDF).
- A final report signed and stamped by registered professional engineer shall be provided (PDF format).
- Computer files of all hydrologic/hydraulic analyses.

Task 10 - BID ITEMS & COST ESTIMATE

Consultant shall prepare a bid schedule in standard District format ensuring that each item to be constructed has a bid item in the schedule and is identified in the construction notes and details on the plans. Develop quantities consistent with District standard payment methods. Research appropriate unit costs, such as by using information from the District's planning unit cost sheets or from recent District projects bid results.



Deliverables

- At 30% Phase, provide preliminary construction cost estimate (hard copy and digital format) based on District standard Bid Items, modified where necessary.
- At 60% Phase, provide preliminary construction cost estimate (hard copy and digital format) based on District standard Bid Items, modified where necessary.

Task 11 - 90% DESIGN PLANS

Prepare 90% plans incorporating all final refinements to the drawings, maintenance sheets, traffic control sheets, and all structural and reinforcing details. Once approved, the 90% plans will be used by the Consultant staff to generate the project specifications. Plans shall conform to the content and presentation requirements shown in the District's Drafting Manual, including but not limited to:

Sheet Name/Type	Number of Sheets
Title and Notes Sheet	1
Layout and Survey Control Sheet	1
Plan and Profile Sheets (1"=20')	4
Grade Control Details Sheet	1
Typical Section and Miscellaneous Details	2
Side Drain Profiles Sheet	1
Channel Sections	2
Maintenance Plan	2
Traffic Control Plan	1

Deliverables

- Provide 90% design plans (three hard copies and one full format PDF) to the District, RCTC and possibly Caltrans (if the project extends into Caltrans right of way). Assumes three submittals.

Task 12 - STRUCTURAL DESIGN REPORT

Where possible, structures shall be designed to County/District Standards where available and similarly will not require custom structural design. For such 'standard' structures, the structural design report will simply confirm the applicability of the standard to the design scenario. Additionally, where possible miscellaneous structures (retaining walls, culverts, headwalls, etc.) will be designed using references to applicable standard drawings published by Riverside County (Standard Drawings), APWA (SPPWC), and/or Caltrans (Standard Plans).

If needed, the Consultant shall prepare a project-specific structural design report. This report shall be a complete record of structural analysis for all custom designed elements in the project. The report will contain narrative explaining assumptions load cases, code references and reference source input data (geotechnical investigation report, etc). All structure that requires structural analysis (non-standard structures) shall be in accordance with the appropriate codes for the materials, design loads, stability and stresses. *Non-standard structures are not anticipated with a soft-bottom channel alternative and are included as an optional item with a budget amount.*

Deliverables

- Complete draft of the structural design report (PDF format) for District review and comment.
- Final structural design report signed and stamped by registered structural engineer (PDF format and two hard copies).

Task 13 - 90% STORMWATER POLLUTION PREVENTION PLAN

Determine the requirements of the construction general permit (CGP) that are applicable to the project. If coverage under the CGP is required, prepare a 90% Stormwater Pollution Prevention Plan (SWPPP) following the template provided by the District. Provide a 90% SWPPP to the District for review and comment. If coverage under the CGP is NOT required, a Pollution Prevention Plan will still be required and should be prepared and provided to the District for review and comment.

Deliverable:

- Provide 90% SWPPP (hard copy, MS Word and PDF)



Task 14 - DRAFT SPECIFICATIONS

Utilizing the Master Specifications provided by District, Consultant shall review the special provisions and edit/modify any provisions as needed for the project. Consultant shall ensure the specifications include contract items that cover ALL items that the plans require. Also, make sure the terms used on the plans are adjusted, if necessary, to match the contract items and terms used in the specifications.

Deliverable:

- Provide a set of draft specifications (MS Word format).

Task 15 - FINAL PLANS

Based on any final comments from the District following development of the specifications, the Consultant shall finalize all remaining elements of the project as follows:

A. FINAL FIELD CHECK AND 100% PLANS

Consultant shall perform, with District staff, a final field check of the project plans. The plans shall then be finalized based on comments from final field check with District personnel, as well as any other changes provided by the District. This milestone task documents the point in time that the District has confirmed that any/all necessary revisions have been completed and the plans are considered approved and ready to print to mylar.

Deliverable:

- Provide final signed and stamped design plans, in PDF format, following District procedures for digital signatures and plan creation.
- Provide all final electronic files used in the design of this project inclusive of but not limited to: CAD files, Hydraulic models, etc.

B. FINAL COST ESTIMATE

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

Deliverable:

- Provide final bid items list including quantities, units, unit cost and final total cost estimate (hard copy and digital format).

C. FINAL SPECIFICATIONS

Consultant shall finalize specifications by incorporating comments for the draft specifications.

Deliverable:

- Provide final project specifications (hard copy and MS Word format).

Task 16 - PROJECT MANAGEMENT AND COORDINATION

Consultant will provide proactive management and coordination of all project elements to ensure completion on time, including both elements assigned to the Consultant as well as elements assigned to others including the District and other partner agencies. This includes proactive and ongoing coordination with various District staff, other consultants, other Government Agencies and Cities as necessary to provide, seek and obtain timely information, communicate and follow up on all necessary interim and milestone deadlines among all parties, including the District, to keep the project on schedule. This shall include the District's Environmental Regulatory Services Staff (ERS), Real Estate Services Section, Operations and Maintenance Section, and RCTC and other Stakeholders.

Consultant shall lead monthly meetings to provide detailed project status updates, project schedule / milestone status, address and resolve conflicts or schedule slippage, and to address any other questions/concerns. Meeting preparation includes scheduling, identifying all necessary discussion points necessary to keep the project on track, identifying and scheduling to ensure the appropriate parties can attend, preparing the agenda and providing meeting minutes and summaries of action items.

Bi-weekly conference calls shall be provided for quick project status updates and follow up on all action items.



Task 17 - EXTRA DIRECTED WORK

Consultant shall provide engineering services to complete extra work as necessary for the completion of the project. All extra directed work shall be performed only as directed by the District.

Optional Scope of Work Items

Task 18 - CALTRANS 30% DESIGN AND COORDINATION

Consultant shall provide engineering services to develop a preliminary design of the channel flowing through Caltrans right of way and connect to the existing upstream improved channel. Additional construction sheets for the channel through Caltrans right of way shall be prepared to a 30% level. It is assumed that the improvement plans in Caltrans right-of-way will be part of the overall plan set and a separate Caltrans plan set will not be required. The design of the channel should accommodate the removal of the sheets containing the Caltrans right of way improvements with little to no effect to the rest of the project if an agreement with Caltrans to build the facility is not obtained. The following sheets are anticipated with the 30% submittal.

Sheet Name/Type	Number of Sheets
Plan and Profile Sheets (1"-20')	1
Grade Control Details Sheet	1
Typical Section Sheet	1

A draft Final Hydraulics Report will be prepared in Caltrans format to document the hydraulic conditions through the Caltrans right-of-way and include scour calculations for the existing Caltrans bridge structures.

This task shall include coordination and two (2) stakeholder meetings with Caltrans to discuss the hydraulic issues and the 30% design.

Task 19 - CALTRANS GEOTECHNICAL INVESTIGATION

Converse Consultants shall prepare a geotechnical investigation of the Bedford Canyon Channel through the reach within Caltrans right-of-way.

It is assumed that this work will be separate from the other geotechnical work along Bedford Canyon and would not be performed at the same time. The scope of work includes the following.

Task 19.1: Literature Review

Converse will review the following available documents.

- Regional and local geology literatures and maps.
- Existing reports pertaining to the project.
- Flood hazards maps.
- Faulting and seismicity, and any other documents that pertain to the site or the vicinity.
- Groundwater data.

Task 19.2: Site Reconnaissance/Project Set-up

As part of the field reconnaissance/project set-up, our staff will conduct the following.

- Prepare an exhibit showing the proposed boring locations and submit for your and Caltrans review.
- Conduct a site reconnaissance and mapping to verify the existing surface conditions within the project limits including drainage courses, exposed material within the existing slopes and any possible fill. Also mark the boring locations.
- Notify Underground Service Alert (USA) at least 48 hours prior to drilling to clear the boring locations of any conflict with existing underground utilities.
- Retain a drilling company registered in the State of California.

Task 19.3: Subsurface Exploration

Our surface investigation will include drilling exploratory borings. The purpose of the borings will be to:



- Obtain subsurface information within the project limits.
- Collect undisturbed and bulk samples of the various soil types for laboratory testing.

Our boring locations plan us presented in the table below.

Location	Number of Borings/Depth
Top of the Channel	1/50'
Total	1/50'

If refusal is encountered at a shallower depth than listed above, the borings will be terminated at that depth.

Considering the loose granular surface soils, the borings will be drilled with a track mounted drill rig (CME 75 or equivalent) equipped with 8-inch diameter hollow stem augers for soils sampling. Soils will be continuously logged and classified by the geologist/engineer in the field by visual examination in accordance with the Unified Soil Classification System.

Undisturbed ring samples of the subsurface materials will be obtained at five-foot intervals, at changes in soil profiles, or where unusual conditions are encountered. The relatively undisturbed ring samples will be obtained using a Modified California Sampler (2.4-inch inside diameter and 3.0-inch outside diameter) lined with thin-walled sample rings. The sampler will be driven into the bottom of the borehole with successive drops of a 140-pound hammer falling 30 inches. The number of successive drops of the driving weight ("blows") required for each six inches of penetration will be shown on the boring log. The soil will be retained in brass rings (2.4 inches in diameter and 1.0 inch in height) and carefully sealed in waterproof plastic containers for shipment to the laboratory. Bulk samples of representative soil types will be collected in plastic bags. Groundwater levels, where encountered in the borings, will be recorded.

The borings will be backfilled with soil/cement cuttings and compacted by pushing down with augers using the drill rig weight. Where asphalt concrete is penetrated, the surface will be patched with cold asphalt concrete. If construction is delayed the surface may settle over time. Q3 recommends the owner monitor the borings and backfill any settlement or depression that might occur or provide fencing around the area of the boring locations to prevent trip and fall injuries from occurring near the area of any potential settlement.

Task 19.4: Seismic Refraction Survey

Q3 understand no seismic refraction survey will be required within this portion of the project.

Task 19.5: Laboratory Testing

Soil samples obtained during exploratory drilling will be tested in our laboratory to evaluate their physical characteristics and engineering properties. Laboratory testing may include, but will not necessarily be limited to, the following.

- In-place moisture-density.
- Collapse.
- Soils corrosivity
- Sieve analysis.
- Laboratory maximum density.
- Direct shear

Task 19.6: Draft and Final Geotechnical Investigation Report Preparation

Data obtained from the existing documents report, field reconnaissance, exploratory borings and laboratory testing program will be evaluated to prepare a report. Our report will include the following.

1. Project Description.
2. Description of the project site and overall feasibility.
3. Logs of soil borings to include description of soil and rock types encountered, penetration resistance, caving potential and groundwater conditions.
4. Approximate GPS co-ordinates of the borings.



5. A description of the field procedures used in the investigation.
6. Description of subsurface conditions and controlling engineering properties of the subsurface materials encountered, including a documentation of the boring and sampling locations
7. Depth to groundwater.
8. Results of laboratory testing.
9. Geologic setting of the area.
10. Evaluation of ground rupture potential due to earthquake faulting.
11. Seismicity and Seismic coefficients based on 2019 California Building Code.
12. Evaluation of liquefaction potential and other secondary effects of earthquakes.
13. Excavation characteristics, and presence of rock within the proposed excavations.
14. Suitability of onsite materials for use as backfill and any limitations.
15. Preparation of foundation soil below the channel including depth of soil removal (over-excavation), ground scarification, fill placement and compaction.
16. Stability and erosion potential of cut slopes. Slopes will be evaluated for stability under static, seismic and rapid drawdown conditions.
17. Slope construction recommendations.
18. Recommendations for unusual soil or groundwater conditions during construction, if encountered.
19. Recommendations for any anticipated shrinkage and/or subsidence.

Task 19.7: Response to Caltrans Review Comments

Q3 has assumed two rounds of response to review comments from Caltrans.

Task 20 - CALTRANS 60% DESIGN PLANS

In addition to the 60% Plan preparation described in Task 8: Prepare 60% plan sheets incorporating all additional sections, profiles, dimensions and other details necessary for the geometric design of the various features included in the Caltrans reach of the project. The fee for this task is based on construction of 600 feet of a soft-bottom channel. The following sheets are anticipated with the 60% submittal:

Sheet Name/Type	Number of Sheets
Plan and Profile Sheets (1"=20')	1
Grade Control Details Sheet	1
Typical Section and Miscellaneous Details	1
Channel Sections	1

Deliverables

- 60% design plans (three hard copies and one full format PDF) to the District, RCTC and Caltrans (if the project extends into Caltrans right of way). Assumes three submittals.

Task 20 - CALTRANS 90% DESIGN PLANS

In addition to the 90% Plan preparation described in Task 11: Prepare 90% plans incorporating all final refinements to the drawings, maintenance sheets, traffic control sheets, and all structural and reinforcing details necessary for the design of the Caltrans reach of the project. Once approved, the 90% plans will be used by the Consultant staff to generate the project specifications. Plans shall conform to the content and presentation requirements shown in the District's Drafting Manual, including but not limited to:

Sheet Name/Type	Number of Sheets
Plan and Profile Sheets (1"=20')	1
Grade Control Details Sheet	1
Typical Section and Miscellaneous Details	1
Channel Sections	1

Deliverables

- Provide 90% design plans (three hard copies and one full format PDF) to the District, RCTC and Caltrans. Assumes three submittals.

Task 21 –HYDROLOGY AND HYDRAULICS REPORT, STRUCTURAL DESIGN REPORT, AND SWPPP

Tasks 9, 12, and 13 will have the same requirements listed above; however, these tasks will incorporate the analysis and information for the portion of the project located in Caltrans Right of way.



A Final Hydraulics Report will be prepared in Caltrans format to document the hydraulic conditions through the Caltrans right-of-way and include final scour calculations for the existing Caltrans bridge structures.

Task 22 - FINAL PLANS

In addition to final plans mentioned in Task 15, based on any final comments from the District following development of the specifications, the Consultant shall finalize all remaining elements of the project to include the Caltrans portion of the wash as follows:

A. FINAL FIELD CHECK AND 100% PLANS

Consultant shall perform, with District staff, a final field check of the project plans. The plans shall then be finalized based on comments from final field check with District personnel, as well as any other changes provided by the District. This milestone task documents the point in time that the District has confirmed that any/all necessary revisions have been completed and the plans are considered approved and ready to print to mylar.

Deliverable:

- Provide final signed and stamped design plans, in PDF format, following District procedures for digital signatures and plan creation.
- Provide all final electronic files used in the design of this project inclusive of but not limited to: CAD files, Hydraulic models, etc.

B. FINAL COST ESTIMATE

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

Deliverable:

- Provide final bid items list including quantities, units, unit cost and final total cost estimate (hard copy and digital format).

C. FINAL SPECIFICATIONS

Consultant shall finalize specifications by incorporating comments for the draft specifications.

Deliverable:

- Provide final project specifications (hard copy and MS Word format).

ATTACHMENT "B"
FEE SCHEDULE

BEOFFORD CANYON CHANNEL STAGE 1
Q3 Consulting Fee Proposal
 Riverside County Flood Control & Water Conservation District
 February 23, 2021

Task No.	Task	Labor Hours (Hours)										TOTAL HOURS	TOTAL COSTS (LABOR FEES)	MATERIALS	EQUIPMENT	TRAVEL	TOTAL	ESTIM. MONTHS	OTHER PROJECT COSTS (50% %)	TOTAL FEES
		\$12.5	\$15.5	\$19.0	\$23.0	\$27.5	\$33.0	\$39.0	\$46.0	\$54.0	\$63.0									
1	Memorandum of Understanding and Schedule	6	6									12	\$1,500.00						12	\$1,500.00
1	Memorandum of Understanding preparation/coordination	2	4									6	\$750.00						6	\$750.00
2	Project Schedule	4	2									6	\$750.00						6	\$750.00
2	Preliminary Design Report	34	76	114	152	190	228	266	304	342	380	730	\$116,250.00						730	\$116,250.00
1	Data collection review, field inspection	2	4									6	\$750.00						6	\$750.00
2	Hydraulic Analysis - Existing Conditions	2	4									6	\$750.00						6	\$750.00
3	Hydraulic Analysis - Alternative Analyses	2	4									6	\$750.00						6	\$750.00
4	Submittal and scour studies	1	2									3	\$375.00						3	\$375.00
5	Site drainage analysis	1	2									3	\$375.00						3	\$375.00
6	Preliminary alternative analysis (plan view and cross sections)	4	8									12	\$1,500.00						12	\$1,500.00
7	Alternatives analysis / VE evaluation	2	4									6	\$750.00						6	\$750.00
8	Preliminary Design Report	2	4									6	\$750.00						6	\$750.00
9	District and Agency coordination meetings	2	4									6	\$750.00						6	\$750.00
10	QA/QC reviews	1	2									3	\$375.00						3	\$375.00
3	80% Plans	8	16	24	32	40	48	56	64	72	80	160	\$25,600.00						160	\$25,600.00
1	Improvement Plan preparation (6 sheets)	8	16									16	\$2,560.00						16	\$2,560.00
2	QA/QC reviews	2	4									6	\$900.00						6	\$900.00
4	Land Acquisition Coordination	4	8	12	16	20	24	28	32	36	40	\$6,400.00							40	\$6,400.00
1	Parcel mapping	1	2									2	\$320.00						2	\$320.00
2	R/W analysis	1	2									2	\$320.00						2	\$320.00
3	Utility coordination	2	4									4	\$640.00						4	\$640.00
5	Environmental Coordination	26	52	78	104	130	156	182	208	234	260	\$41,600.00							260	\$41,600.00
1	RCCB/CDD Regulatory Staff coordination	8	16									16	\$2,560.00						16	\$2,560.00
2	External agency coordination	12	24									24	\$3,840.00						24	\$3,840.00
3	Graphics and exhibits	2	4									4	\$640.00						4	\$640.00
4	Long Term Maintenance Plan	4	8									8	\$1,280.00						8	\$1,280.00
6	Geotechnical Investigation																			
1	Final Geotechnical Report																			
7	Utility Coordination																			
1	Utility Coordination																			
8	Utility Relocation Coordination																			
1	Review and complete utility file																			
2	Utility Contact Correspondence Spreadsheet																			
3	Review of Utility Relocation Plans (Budget 20 hours)																			
9	80% Design Plans	12	24	36	48	60	72	84	96	108	120	240	\$38,400.00						240	\$38,400.00
1	Improvement Plan preparation (12 sheets)	12	24									24	\$3,840.00						24	\$3,840.00
2	QA/QC reviews	4	8									12	\$1,800.00						12	\$1,800.00
3	Submittal and response to comments	2	4									6	\$900.00						6	\$900.00
10	Hydrology & Hydraulic Report	6	12	18	24	30	36	42	48	54	60	\$9,600.00							60	\$9,600.00
1	Update hydrologic, sedimentation, and scour	1	2									2	\$300.00						2	\$300.00
2	Draft H&H Report preparation	2	4									6	\$900.00						6	\$900.00
3	Complete appendices	1	2									2	\$300.00						2	\$300.00
4	Final H&H report, response to comments	2	4									6	\$900.00						6	\$900.00
5	QA/QC reviews	2	4									6	\$900.00						6	\$900.00
11	80% Plans & Cost Estimate	5	10	15	20	25	30	35	40	45	50	\$8,000.00							50	\$8,000.00
1	Develop Bill of Materials	1	2									2	\$300.00						2	\$300.00
2	Quantity take off	1	2									2	\$300.00						2	\$300.00
3	Cost estimate	1	2									2	\$300.00						2	\$300.00
4	Update to 80% plans	2	4									4	\$600.00						4	\$600.00
12	80% Design Plans	8	16	24	32	40	48	56	64	72	80	\$12,800.00							80	\$12,800.00
1	Improvement Plan preparation (16 sheets)	8	16									16	\$2,560.00						16	\$2,560.00
2	Structural Details (if needed)	2	4									6	\$900.00						6	\$900.00
3	QA/QC reviews	2	4									6	\$900.00						6	\$900.00
4	Submittal and response to comments	2	4									6	\$900.00						6	\$900.00

BEDFORD CANYON CHANNEL STAGE 1
Q3 Consulting Fee Proposal
 Elmore County Flood Control & Water Conservation District
 February 23, 2021

Task No.	Task	LABOR PERSONNEL										TOTAL HOURS	TOTAL LABOR COST (\$/HOUR)	MATERIALS				TOTAL MATERIALS	TOTAL COST				
		Project Engineer	Senior Engineer	Project Engineer	Design Engineer	QA/QC	Project Tech	Survey	Other	Other	Other			Other	Other	Other	Other			Other	Other		
12	Structural Design Report	2	4									6	\$1,200.00							6	\$1,200.00	\$1,200.00	\$2,400.00
1	Structural review of standard plans	2										2	\$400.00							2	\$400.00		\$2,000.00
2	QA/QC reviews		4									4	\$800.00							4	\$800.00		\$800.00
13	80% Stormwater Pollution Prevention Plan	2	4	28			18				54	\$6,200.00								54	\$6,200.00		\$6,200.00
1	Stormwater procedures	2	4	22			18				54	\$6,200.00								54	\$6,200.00		\$6,200.00
14	Drill Specifications	7	26	48							79	\$14,200.00								79	\$14,200.00		\$14,200.00
1	Drill specification preparation	4	18	40							60	\$11,340.00							4	\$1,000.00		\$11,340.00	
2	QA/QC reviews	1									1	\$200.00							4	\$1,000.00		\$1,200.00	
3	Submit and respond to comments	2	4	8							14	\$2,700.00								14	\$2,700.00		\$2,700.00
15	Final Plans																						
A	Final Plan Check and 100% Plans	6	6	2	36						50	\$9,300.00							6	\$2,000.00		\$11,300.00	
1	Improvement Plan preparation (10 sheets)	5	6	3	30						54	\$1,872.00								54	\$1,872.00		\$1,872.00
2	Final Check				6						6	\$1,128.00								6	\$1,128.00		\$1,128.00
3	QA/QC reviews (18 P&E) packages	2									2	\$480.00							8	\$2,000.00		\$2,480.00	
4	Response to comments and Final Submital	2	2		4						20	\$2,880.00								20	\$2,880.00		\$2,880.00
B	Final Cost Bid/Estimate	5	4		56						29	\$4,200.00								29	\$4,200.00		\$4,200.00
1	Update bid list and quantities	1	2		12						12	\$2,040.00								12	\$2,040.00		\$2,040.00
2	Cost estimate	1	2		4						7	\$1,254.00								7	\$1,254.00		\$1,254.00
3	Response to final comments										20	\$2,946.00								20	\$2,946.00		\$2,946.00
C	Final Specifications	4	6	18							28	\$5,916.00								28	\$5,916.00		\$5,916.00
1	Final specifications preparation	2	6	12							18	\$3,420.00								18	\$3,420.00		\$3,420.00
2	Response to final comments	2	2	4							8	\$1,496.00								8	\$1,496.00		\$1,496.00
16	Project Management	52	36	4	70						134	\$26,200.00								134	\$26,200.00		\$26,200.00
1	Project Management	40			40						40	\$8,200.00								40	\$8,200.00		\$8,200.00
2	Regular project team meetings (11)	24	11	4	4						44	\$9,200.00								44	\$9,200.00		\$9,200.00
3	Kick-off meeting	2	3		3						8	\$1,704.00								8	\$1,704.00		\$1,704.00
4	30% review meeting	1	3		3						7	\$1,400.00								7	\$1,400.00		\$1,400.00
5	Resource agency contribution meeting	1			1						1	\$200.00								1	\$200.00		\$200.00
6	60% review meeting	1	1		2						4	\$764.00								4	\$764.00		\$764.00
7	80% review meeting	1	1		2						4	\$764.00								4	\$764.00		\$764.00
8	90% review meeting	1	2		3						6	\$1,200.00								6	\$1,200.00		\$1,200.00
Subtotal Hours		200	204	144	711	202	52	52			1023		154		8				1023			2142	
Percent of Overall Time		8.0%	8.0%	5.6%	28.2%	7.8%	1.9%	1.9%			40.2%		7.4%		0.4%				40.2%				
Subtotal Cost		\$48,680	\$63,864	\$41,630	\$1,241,724	\$37,440	\$9,200	\$9,210			\$210,000.00		\$26,316.00		\$2,300.00					\$210,000.00		\$15,000.00	\$377,714.00
Non-Reimbursable Budget (1.0% of Labor Cost)																						\$3,777.14	
17	Bonus Directed Work																						\$20,000.00
1	Budget Amount																						\$20,000.00
SPECIAL TASK ITEMS																							
18	Caltrans 80% Design and Coordination	16	16	16	68		24				136	\$28,878.00							4	\$1,000.00	100	\$20,000.00	\$48,878.00
1	Caltrans analysis and proposal alternatives	4	4		20		16				44	\$7,340.00									48	\$7,340.00	\$7,340.00
2	30% Caltrans plans (2 sheets)	2	2		40						40	\$9,940.00							2	\$500.00	60	\$6,000.00	\$10,440.00
3	Final Hydraulic Report	2	4		20		8				34	\$1,312.00							2	\$500.00	30	\$3,000.00	\$5,312.00
4	Meetings (2) and coordination	1	4		4						15	\$1,282.00									10	\$1,000.00	\$3,282.00
19	Caltrans Geotechnical Investigation												\$11,000.00									\$4,100.00	\$15,100.00
1	Literature Review												\$500.00										\$500.00
2	Site Reconnaissance/Project Set Up												\$1,000.00										\$1,000.00
3	Subsurface Exploration												\$700.00										\$700.00
4	Subsidiary Refraction Survey												\$1,510.00										\$1,510.00
5	Laboratory Testing												\$4,000.00										\$4,000.00
6	Draft & Final Geotechnical Investigation Report												\$2,000.00										\$2,000.00
7	Response to Caltrans Review Comments												\$2,000.00										\$2,000.00
Permit Fee (estimated)																						\$1,000.00	\$1,000.00
20	Caltrans 80% Design Plans	4	18	18	60		8				100	\$16,800.00							2	\$1,000.00	100	\$20,000.00	\$17,800.00
1	80% Caltrans plans (4 sheets)	2	4	16	40		8				76	\$12,700.00							1	\$500.00	11	\$1,100.00	\$11,700.00
2	Final Hydraulic Report	2	4		20						28	\$3,740.00							1	\$300.00	23	\$2,300.00	\$6,280.00
4	Meetings (1), coordination and response to comments	2	2		4						8	\$1,400.00									6	\$600.00	\$1,400.00
21	Caltrans 80% Design Plans	2	8	4	28		4				46	\$7,400.00							2	\$1,000.00	47	\$9,400.00	\$8,400.00
1	80% Caltrans plans (4 sheets)	2	2	8	16		4				28	\$4,074.00							1	\$500.00	27	\$5,574.00	\$4,574.00
3	Final Hydraulic Report	1	2		4						11	\$1,874.00							1	\$500.00	12	\$1,374.00	\$3,374.00
4	Meetings (1), coordination, and response to comments	2	2		4						8	\$1,460.00									8	\$800.00	\$1,460.00

BEDFORD CANYON CHANNEL STAGE 1
Q3 Consulting Fee Proposal
 Riverside County Flood Control & Water Conservation District
 February 23, 2021

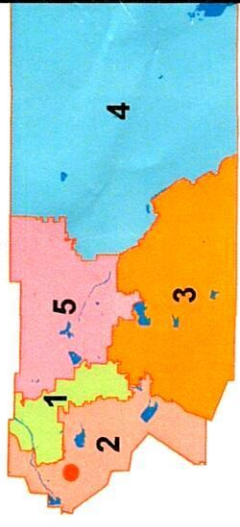
Task No.	Task	PROFESSIONAL FEES										TOTAL HOURS	Q3 CONSULTING FEE (100% FEE)	EXPENSES						TOTAL EXPENSES	TOTAL FEE	
		Project Engineer		Senior Engineer		Design Engineer		CAD		Project Team				Office Cost	TOTAL	CONTRACT		MISC				TOTAL
		12/1	12/2	12/3	12/4	12/5	12/6	12/7	12/8	12/9	12/10					12/11	12/12	12/13	12/14			
22	Hydrology and Hydrographs Report, Structural Design Report, and SWPPP	5	0	16	16							47	\$3,390.00			0	\$1,600.00	2	\$400.00	57	\$19,400.00	
1	Update H&M report to incorporate Caltrans reach/val Hydraulics Report	2	4	4	14							24	\$4,818.00					2	\$500.00	30	\$5,318.00	
1	Update Structural report to incorporate Caltrans reach/val	1			2							3	\$142.00			0	\$1,000.00			3	\$2,142.00	
4	update SWPPP to incorporate Caltrans reach/val	2	2	0								16	\$3,028.00							16	\$3,028.00	
23	Final Caltrans Plans																					
A	Final Field Check and 100% Plans	4	0		0			0	2			42	\$4,716.00					4	\$2,000.00	46	\$6,716.00	
1	Final Improvement Plan for Caltrans reach (if allowed)		2		12			0				22	\$3,228.00							22	\$3,228.00	
2	Final Check		0		4							4	\$1,428.00							4	\$1,428.00	
3	Q&AEC review (BUT NOT package)	2										2	\$400.00					4	\$2,200.00	6	\$2,600.00	
4	Response to comments and final submit for	2	1		4				2			10	\$1,688.00							10	\$1,688.00	
B	Final Cost Estimate	2	4		14				4			24	\$3,420.00							24	\$3,420.00	
1	Update bid list and quantities for Caltrans reach		2		8				1			14	\$2,028.00							14	\$2,028.00	
2	Cost estimate	1	1		4							4	\$1,428.00							4	\$1,428.00	
3	Response to final comments	1	1		2							4	\$714.00							4	\$714.00	
C	Final Specifications	4	0		12							22	\$3,390.00							22	\$3,390.00	
1	Update final specifications for Caltrans reach	2	1		4							14	\$2,428.00							14	\$2,428.00	
2	Response to final comments	2	1		4							8	\$1,428.00							8	\$1,428.00	
	Subtotal - Professional Fees	44	14	04	200			14	0			438								460	\$19,816.00	
	Subtotal - Cost																				\$20.00	
	Grand Total Professional Fees																				\$19,836.00	

Assumptions and Notes:
 1. Project reimbursable based on 1.0% of Labor Fee

ATTACHMENT "B"
FEE SCHEDULE

BEDFORD CANYON CHANNEL STAGE 1
Q3 Consulting Fee Proposal
 Riverside County Flood Control & Water Conservation District
 February 23, 2021

Task No.	Task	Labor Hours (2021)								TOTAL HOURS	Q3 CONSULTING (40% FEE)	Overseas				TOTAL HOURS	OTHER DIRECT COSTS (2021)	TOTAL FEE
		Senior Engineer	Senior Designer	Project Engineer	Design Engineer	QA/QC	Support Staff	Survey Staff	Other Staff			Travel	Per Diem	Hotel	Other			
13	Structural Design Report	8	4							12	\$1,200.00				12			\$1,200.00
1	Structural review of standard plans	2								2	\$400.00				2			\$400.00
2	QA/QC reviews		4							4	\$800.00				4			\$800.00
13	95% Stormwater Pollution Prevention Plan	2	4	22			18			46	\$9,200.00				46			\$9,200.00
1	Stormwater preparation	2	4	22			18			46	\$9,200.00				46			\$9,200.00
14	Drill Specifications	7	20	48						75	\$14,850.00				75			\$14,850.00
1	Drill specification preparation	4	18	40						62	\$12,400.00				62			\$12,400.00
2	QA/QC reviews	1								1	\$200.00				1			\$200.00
3	Submittals and responses to comments	2	4	8						14	\$2,700.00				14			\$2,700.00
15	Final Plans																	
A	Final Plan Check and 100% Plans	6	6	2	24					38	\$7,600.00				38			\$7,600.00
1	Improvement Plan preparation (10 sheets)	5		2	20					27	\$5,400.00				27			\$5,400.00
2	Final Check		6		6					12	\$2,400.00				12			\$2,400.00
3	QA/QC reviews (All P&E) package	2			8					10	\$2,000.00				10			\$2,000.00
4	Response to comments and Final Submittal	2	2		8					12	\$2,400.00				12			\$2,400.00
B	Final Cost Estimate	5	4		16					25	\$5,000.00				25			\$5,000.00
1	Update bid list and quantities	1	2		8					11	\$2,200.00				11			\$2,200.00
2	Cost estimate	1	2		8					11	\$2,200.00				11			\$2,200.00
3	Response to that comments																	
C	Final Specifications	4	6		16					26	\$5,200.00				26			\$5,200.00
1	Final specifications preparation	2	6		12					18	\$3,600.00				18			\$3,600.00
2	Response to that comments	2	2		8					12	\$2,400.00				12			\$2,400.00
16	Project Management	88	24	4	96					112	\$22,400.00				112			\$22,400.00
1	Project Management	48			48					96	\$19,200.00				96			\$19,200.00
2	Regular project team meetings (12)	24	12	4	4					44	\$8,800.00				44			\$8,800.00
3	Kick-off meeting	3	3		3					9	\$1,800.00				9			\$1,800.00
4	30% review meeting	3	3		3					9	\$1,800.00				9			\$1,800.00
5	Resource agency coordination meeting	4			4					8	\$1,600.00				8			\$1,600.00
6	60% review meeting	3	3		3					9	\$1,800.00				9			\$1,800.00
7	90% review meeting	3	3		3					9	\$1,800.00				9			\$1,800.00
	Subtotal Hours	200	204	144	776	702	92	92		1603		156		92	2142			
	Percent of Overall Time	6.8%	6.6%	4.6%	24.2%	22.6%	2.9%	2.9%		88.9%		7.4%		4.3%	100%			
	Subtotal Cost	\$48,450	\$63,360	\$51,600	\$194,175	\$37,644	\$18,828	\$9,816		\$376,873		\$20,316.00	\$1,308.00	\$1,000.00	\$13,000.00	\$516,897.00	\$15,000.00	\$377,714.00
	Non-Reimbursable Budget (1.5% of Labor Cost)										\$5,653.05				\$5,653.05			\$5,653.05
17	Other Direct Costs																	\$5,653.05
1	Budget Amount																	\$25,000.00
OPTIONAL SERVICES																		
18	Caltrans 95% Design and Coordination	16	16	16	64	24				136	\$27,200.00				136			\$27,200.00
1	Caltrans analysis and concept plan alternatives	4	4		16					24	\$4,800.00				24			\$4,800.00
2	30% Caltrans plans (2 sheets)	2	2		8					12	\$2,400.00				12			\$2,400.00
3	Final Final Hydraulic Report	2	4		16					22	\$4,400.00				22			\$4,400.00
4	Meetings (2) and coordination	8	4		16					28	\$5,600.00				28			\$5,600.00
19	Caltrans Geotechnical Investigation										\$11,000.00							\$11,000.00
1	Litigation Review										\$500.00							\$500.00
2	Site Reconnaissance/Project Set Up										\$1,000.00							\$1,000.00
3	Subsurface Exploration										\$700.00							\$700.00
4	Setback Refraction Survey										\$1,500.00							\$1,500.00
5	Laboratory Testing										\$1,500.00							\$1,500.00
6	Drill & Final Geotechnical Investigation Report										\$4,800.00							\$4,800.00
7	Response to Caltrans Review Comments										\$2,900.00							\$2,900.00
	Drill Rig Rental																	\$2,000.00
	Permit Fee (prepaid)																	\$2,000.00
20	Caltrans 95% Design Plans	4	16	16	64	8				108	\$21,600.00				108			\$21,600.00
1	95% Caltrans plans (4 sheets)	2	4	16	64					86	\$17,200.00				86			\$17,200.00
2	Final Hydraulic Report	2	4		16					22	\$4,400.00				22			\$4,400.00
4	Meetings (1), coordination and response to comments	2	2		8					12	\$2,400.00				12			\$2,400.00
21	Caltrans 95% Design Plans	3	4	4	16	4				29	\$5,800.00				29			\$5,800.00
1	95% Caltrans plans (4 sheets)	2	4	16	64					26	\$5,200.00				26			\$5,200.00
2	Final Hydraulic Report	1	2		8					11	\$2,200.00				11			\$2,200.00
4	Meetings (1), coordination, and response to comments	2	2		8					12	\$2,400.00				12			\$2,400.00



- Legend**
- Supervisorial District
 - Project Vicinity
 - Existing Facilities
 - Pending Acceptance Facilities
 - County of Riverside

Description

Bedford Canyon Channel, Stage 1
 Project No. 2-0-00253



VICINITY MAP

