

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



ITEM: 11.6
(ID # 26326)

MEETING DATE:

Tuesday, November 05, 2024

FROM : FLOOD CONTROL DISTRICT

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Multi-Year Consulting Services Agreement Between the Riverside County Flood Control and Water Conservation District and MNS Engineers, Inc. for the Riverside County Flood Control and Water Conservation District's CEQA Update Procedures Project, Fiscal Years 2024/2025 through 2026/2027, All Districts. [\$196,325 Total Cost – District Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Consulting Services Agreement ("Agreement") between the Riverside County Flood Control and Water Conservation District ("District") and MNS Engineers, Inc. ("Consultant");
2. Authorize the Chair of the District's Board of Supervisors to execute the Agreement documents on behalf of the District;
3. Authorize the General Manager-Chief Engineer or designee to take all necessary steps to implement the 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 Agreement in accordance with the terms and conditions in the Agreement; and
5. Direct the Clerk of the Board to return two executed Agreements to the District.

ACTION:Policy


Claudia Padua, Chair of FLOOD CONTROL DISTRICT 10/23/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, 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: November 5, 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 | \$50,000 | \$73,163 | \$196,325 | \$0 |
| NET COUNTY COST | \$0 | \$0 | \$0 | \$0 |
| SOURCE OF FUNDS: (see source of funds below) | | | Budget Adjustment: No | |
| | | | For Fiscal Year: 24/25 - 26/27 | |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The District last adopted the "Rules for the Riverside County Flood Control and Water Conservation District Implementing the California Environmental Quality Act" (District Rules) in 1982 as a supplement to the California Environmental Quality Act ("CEQA") Statutes and Guidelines. Since that time, the CEQA Statutes and Guidelines have had several updates that are not considered in the District's Rules. As such, the District intends to conduct a comprehensive update to the District Rules to standardize and streamline CEQA compliance for future District projects.

On January 10, 2024, the District advertised a single Request for Qualifications ("RFQ") for Professional Technical, Planning, and Legal Services for Comprehensive Updates to the District's CEQA Guidelines and Processes with the intent of establishing a list of pre-qualified consultants that are experts in completing comprehensive updates to CEQA Guidelines for agencies similar to the District. Each respondent was required to submit a Statement of Qualifications ("SOQ") to be reviewed by the District's review committee to be considered for an interview. The District established a review committee comprised of District representatives having expertise in environmental and regulatory compliance. Each of the SOQs was evaluated relative to the following criteria:

- Submittal – This category considered the firm's or team's organization, thoroughness, responsiveness, and approach to work.
- Project Team – This category considered the firm's or team's organizational chart, direct experience, project manager, staff commitment, team composition, and proximity.
- Qualifications – This category considered the firm's or team's certifications, relevant services, proven ability, and capability to perform.
- Past Performance – This category considered the firm's or team's level of experience with similar scopes, demonstrated record of success, and verified references for quality of work, cost, and schedule control.
- Overall Impression – This category considered the firm's understanding of the District's needs, clear intent, observance of limitations, and appropriateness/competitiveness.

Based on the SOQ review process, two firms were recommended for oral interviews with the District's review committee. The purpose of the oral interview was to allow the selected teams

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to present their respective approaches to updating the District Rules. Both firms were provided a set of questions to address as part of their presentation. After the interviews, the District's review committee deliberated and selected MNS Engineers, Inc. to provide a detailed scope and budget to complete the District Rules update.

The selected firm will have until June 30, 2027, to complete the work.

County Counsel has approved the Agreement as to legal form.

Impact on Residents and Businesses

This contract will allow the District to standardize and streamline the application of CEQA to District activities. This will help to expedite the delivery of important programs and projects for the benefit of residents and businesses throughout the District's service area. Additionally, the update to the District Rules will also help to reduce overhead costs and provide a greater level of transparency to the public and efficiency in delivering projects to the community.

Additional Fiscal Information

The services provided pursuant to this Agreement will be paid for by ad valorem property tax revenue. No new taxes, fees, or assessments are needed to pay for these services. The percentage of funds will be further determined upon services provided.

Sufficient funding is included in the District's budget for FY 2024-2025. Appropriate amounts will be included in the proposed budgets for 2025-2026 and 2026-2027, as appropriate.

SOURCE OF FUNDS:

25110 947400 525440 Zone 1 Professional Services
25120 947420 525440 Zone 2 Professional Services
25130 947440 525440 Zone 3 Professional Services
25140 947460 525440 Zone 4 Professional Services
25150 947480 525440 Zone 5 Professional Services
25160 947500 525440 Zone 6 Professional Services
25170 947520 525440 Zone 7 Professional Services

Contract History and Price Reasonableness

A Notice of Availability of the RFQ was published in the Inland Empire Press Enterprise, the Orange County Register, and the San Bernardino Sun on January 10, 11, 12 and 15, 2024. The RFQ was also made available to the public on the District's website on January 10, 2024. In response to the RFQ for the Professional Technical, Planning and Legal Services for Comprehensive Updates to the District's CEQA Guidelines and Processes, two firms submitted an SOQ and both were invited in for an oral interview. Billing rates have been established and are within the range of acceptable industry practice for the type of services being provided.

ATTACHMENTS:

1. MNS Engineers, Inc. Multi-Year Consulting Services Agreement

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2. Scope of Work

KCC:rlp
P8/259383


Douglas Ordóñez Jr. 10/29/2024


Aaron Gettis, Chief of Deputy County Counsel 10/28/2024

CONSULTING SERVICES AGREEMENT

for

CEQA Update Procedures Project between

Riverside County Flood Control and Water Conservation District

and

MNS ENGINEERS, INC.



CONSULTING SERVICES AGREEMENT

District CEQA Updated Procedures Project

For Fiscal Year 2024-2025 through Fiscal Year 2026-2027

This Consulting Services Agreement ("Agreement") dated as of _____ is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and MNS ENGINEERS, INC. ("CONSULTANT"). Sometimes hereinafter, DISTRICT and CONSULTANT may be referred to collectively as the "Parties". The Parties hereby agree as follows:

1. SCOPE OF SERVICES – DISTRICT hereby retains CONSULTANT, as an independent contractor, to perform all technical and professional services, including, but not limited to, expertise, labor, materials, equipment, transportation, supervision and other incidental services to fully and adequately perform and complete in a skillful and professional manner those consulting services set forth and described in the "Scope of Work", attached hereto as Attachment "A" and made a part hereof.

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

2. TIME FOR PERFORMANCE – The term of this Agreement shall become effective on the date the Agreement is executed by DISTRICT's Board of Supervisors and shall terminate on June 30, 2027.

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

Notice to Proceed.

3. COMPENSATION – DISTRICT shall pay CONSULTANT for actual services satisfactorily performed and expenses incurred under this Agreement for tasks approved by DISTRICT (collectively referred to as "Tasks" and individually referred to as a "Task") in accordance with the "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" based on a time and materials basis upon delivery or performance of said Tasks.

The total amount of compensation paid to CONSULTANT under the terms of this Agreement shall not exceed the sum of One Hundred Ninety-Six Thousand Three Hundred Twenty-Five Dollars (\$196,325).

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 Task. DISTRICT reserves the right to withhold payment for work that is not invoiced in a timely manner. 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 Tasks, 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 Tasks, 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 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: Federal Projects Section

To CONSULTANT: MNS ENGINEERS, INC.
3850 Vine Street
Suite 110
Riverside, CA 92507
Attn: Peter Minegar, Vice President Planning

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

As respects to the insurance section only, DISTRICT herein refers to the Riverside

County Flood Control and Water Conservation District and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

- A. Workers' Compensation: If CONSULTANT has employees as defined by the State of California, CONSULTANT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the Riverside County Flood Control and Water Conservation District and the County of Riverside.
- B. Commercial General Liability: Commercial General Liability insurance coverage, including, but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT's performance of its obligations hereunder. Policy shall name DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.
- C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an

amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name DISTRICT as Additional Insured.

D. Professional Liability: CONSULTANT shall maintain Professional Liability Insurance providing coverage for CONSULTANT's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONSULTANT's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONSULTANT shall purchase, at 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 if the law allows.

E. General Insurance Provisions – All Lines:

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

- ii. CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of DISTRICT Risk Manager before the commencement of operations under this Agreement. Subconsultants who may have self-insured retentions that exceed \$500,000, shall provide a letter of credit confirming Subconsultants financial resources and stability.
- iii. CONSULTANT shall cause CONSULTANT's insurance carrier(s) to furnish DISTRICT with either: 1) a properly executed original Certificate(s) of Insurance and certified original copies of endorsements effecting coverage as required herein and 2) if requested to do so orally or in writing by the DISTRICT Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONSULTANT's insurance carrier(s) policies do not meet the minimum notice requirement found herein, CONSULTANT shall cause CONSULTANT's insurance carrier(s) to furnish a 30-day Notice of Cancellation endorsement.
- iv. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless the

County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements, 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 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. DISTRICT may submit additional questions about insurance coverage to CONSULTANT'S insurer.

- 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 of Riverside reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement if, in DISTRICT Risk Management's reasonable judgment, the amount or type of insurance carried by CONSULTANT has become inadequate.

- vii. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subconsultants working under this Agreement.
- viii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- ix. CONSULTANT agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

12. INDEMNITY AND HOLD HARMLESS

A. Basic Indemnity

- i. To the fullest extent permitted by applicable law, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to DISTRICT), indemnify and hold harmless the Riverside County Flood Control and Water Conservation District and the County of Riverside, its Agencies, Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and each of their respective directors, members officers, employees, agents, volunteers and representatives ("Indemnitees") and each of them from any and all Losses that arise out of or relate to any negligent 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 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 all Losses that arise out of, pertain to or relate to any negligence, recklessness or willful misconduct constituting professional negligence on the part of CONSULTANT or its subconsultants or their respective employees,

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

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

misconduct, provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of CONSULTANT and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

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

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

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

business hours and to allow interviews of any employees who might reasonably have information related to such records.

14. WORK PRODUCT – CONSULTANT shall provide DISTRICT with all applicable data, calculations, technical studies, plans, specifications, computer files, field notes, estimates, drawings, logs, maps, exhibits, analyses, documents, materials, policies and report(s) as set forth in Attachment "A". All work products or deliverables furnished under this Agreement shall be and remain the sole property of DISTRICT. CONSULTANT shall not publish or transfer any material produced or resulting from activities supported by this Agreement without the written consent of the General Manager-Chief Engineer. If any such material is subject to copyright and/or trademark, the Parties agree that the right to any and all copyright and/or trademark in and to the material is expressly reserved to DISTRICT. If any such material is copyrighted, the Parties hereto understand and agree that DISTRICT reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such material, in whole or in part, and to authorize others to do so provided written credit is given the author.
15. CONFIDENTIALITY OF DATA – All financial, statistical, personal, technical or other data and information made available to CONSULTANT shall not be disclosed (in whole or in part) by CONSULTANT to any third Parties and shall be protected by CONSULTANT from unauthorized use and disclosure. CONSULTANT shall refer all requests for information to DISTRICT. CONSULTANT shall observe all federal, state and county regulations concerning confidentiality of records.
16. ALTERATION – No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

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

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

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

In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for all services satisfactorily performed in accordance with this Agreement to the date of termination and at the rates as set forth in Attachment "B". Notwithstanding any of the other provisions of this Agreement, CONSULTANT's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONSULTANT; or in the event of CONSULTANT's unwillingness or inability for any reason whatsoever to perform the duties hereunder; or if the Agreement is terminated

pursuant to Section 26 (NON-DISCRIMINATION). In such event, CONSULTANT shall not be entitled to any further compensation under this Agreement. The rights and remedies of DISTRICT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

18. DISPUTES

- A. In the event CONSULTANT considers any work demanded of CONSULTANT to be outside the requirements of this Agreement, or if CONSULTANT considers any order, instruction or decision of DISTRICT to be unfair, CONSULTANT shall promptly, upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon CONSULTANT shall proceed without delay to perform the work or to conform to the order, instruction or decision. However, if CONSULTANT finds such order, instruction or decision unsatisfactory, CONSULTANT shall, within twenty-one (21) calendar days after receipt of same, file a written protest with DISTRICT stating clearly and in detail its objections and reasons therefor. Except for such protests or objections as are made of record in the manner specified and within the time stated herein, and except for such instances where the basis of a protest could not reasonably have been foreseen by CONSULTANT within the time limit specified for protest, CONSULTANT hereby waives all grounds for protests or objections to orders, instruction or decisions of DISTRICT and hereby agrees that, as to all matters not included in such protests, the orders, instructions and decisions of DISTRICT will be limited to matters properly falling within DISTRICT's authority.
- B. Any controversy or claim arising out of or relating to this Agreement that 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 always act 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. This Agreement may be executed in any number of counterparts, each of which will be

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

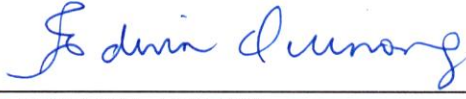
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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on
November 05, 2024
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By 
for JASON E. UHLEY
General Manager-Chief Engineer

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


APPROVED AS TO FORM:

ATTEST:

COUNTY COUNSEL

KIMBERLY RECTOR
Clerk of the Board

By 
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By 
Deputy

Consulting Services Agreement
KC:rlp
10/23/24

MNS ENGINEERS, INC.

By **Peter Minegar** Digitally signed by Peter Minegar
Date: 2024.10.28 08:09:56 -07'00'

Peter Minegar, AICP
Vice President, Planning

Consulting Services Agreement
KC:rlp
10/23/24



3850 Vine Street, Suite 110 | Riverside, CA 92507

951.783.2039 OFFICE

mnsengineers.com

August 19, 2024

Ms. Joan Valle, Chief of Regulatory
Riverside County Flood Control and Water Conservation District
 1995 Market Street
 Riverside, CA 92501

SUBJECT: District – CEQA Update Procedures Project, Riverside County, California

Dear Ms. Valle,

MNS Engineers, Inc. (MNS) is pleased to submit this proposal to provide CEQA Guidelines strategy, updates and templates to Riverside County Flood Control and Water Conservation District (District). Our team includes Amanda Daams, with Best, Best, and Krieger to oversee the legal and procedural aspects of the CEQA updates for the District. Additionally, Wendy Worthy and Breanna Campbell, with Rincon Consultants will be available to assist in providing standard report templates and guidance related to Western Riverside Multiple Species Habitat Conservation Plan (MSHCP) compliance and Section 106 Tribal Coordination.

Based upon the information provided by District staff during our July 10 and August 6, 2024 project meetings and subsequent email direction, we have developed a scope of work that includes preparation of CEQA Guidelines updates and templates, including a master mitigation, monitoring and reporting plan (MMRP), CEQA templates, and District Rules. Our scope of work also includes team meeting and coordination time and a contingency task to discuss and implement additional District updates intended to improve project consistency and efficiency, such as District specific CEQA thresholds and MSHCP reporting templates.

Should you have any questions about the proposed scope of work, do not hesitate to contact me via email at sriggs@mnsengineers.com or phone at **(909) 419-4268**.

Sincerely,
MNS Engineers, Inc.

Shelah Riggs
 Principal Regulatory Specialist

Peter Minegar, AICP
 Vice President – Planning

MNS DETAILS

LEGAL NAME

MNS Engineers, Inc.

FIRM OWNERSHIP TYPE

C-Corporation

YEAR FIRM ESTABLISHED

1962

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS

DIR No. 1000003564

CORPORATE OFFICE

201 N. Calle Cesar Chavez,
 Suite 300
 Santa Barbara, CA 93103
 805.692.6921 Office/Fax
mnsengineers.com

LOCAL OFFICE

3850 Vine Street #110
 Riverside, CA 92507

PROJECT CONTACT

Shelah Riggs
 Principal Regulatory Specialist
 909.419.4268
sriggs@mnsengineers.com

AUTHORIZED SIGNATURE

Peter Minegar, AICP
 Vice President
 951.541.3011
pminegar@mnsengineers.com



Scope of Work

TASK 1 – CEQA Guidelines Update

The MNS team includes Amanda Daams with Best, Best & Krieger (BBK) who will prepare the CEQA Guidelines Update. This task includes an update of District CEQA templates using the CEQA Appendix G guidelines and is expected to be adopted by the District through a CEQA exemption. BBK will prepare a draft resolution to accompany the exemption. The CEQA Guidelines update will include the following tasks and documents:

Initial Study Checklist Form. The standard initial study checklist included in Appendix G of the CEQA Guidelines will be updated to reference the District as the lead agency.

Thresholds of Significance. Lead agencies have the discretion to formulate their own significant thresholds (State CEQA Guidelines 15064.7(b)), which requires setting policy about how to distinguish significant impacts from less-than-significant impacts. The thresholds selected can be set using quantitative or qualitative standards or sets of criteria, depending on the environmental impact. This scope of work includes the standard thresholds of significance based upon Appendix G of the State CEQA Guidelines, which are already available for use.

Any District specific thresholds of significance that are selected during the course of this project would be prepared and analyzed under the Contingency Task (Task 7, below). Adoption of District specific thresholds may require preparation and adoption through preparation of a CEQA IS/MND or EIR, which is not included in Task 3, but may be authorized under Task 7.

CEQA Templates. BBK will develop the following standardized CEQA templates for use by the District based upon the standard CEQA Appendix G thresholds:

- Initial Study Checklist
- Checklist for Subsequent Review Projects
- Noticing forms (Notice of Preparation, Notice of Determination, Notice of Intent, Notice of Completion, and Notice of Availability)
- Environmental Impact Assessment
- Preliminary Exemption Assessment
- Electronic Document Submittal
- Resolution Forms

This scope of work assumes that the standard CEQA Guidelines Appendix G updates will be made and adopted by the District with a Notice of Exemption (NOE) and resolution provided by BBK. The adoption of any District specific CEQA thresholds can be provided under a separate scope and fee.

**Deliverables:**

- Draft CEQA Templates in Microsoft Word and PDF Format.
- Final CEQA Templates in Microsoft Word and PDF Format (revised based on two rounds of District comments).
- Draft Notice of Exemption and resolution for adoption of the CEQA Guidelines Update (finalized based upon two rounds of District comments).

TASK 2 – Review of District Processes and Procedures

The MNS team will conduct a review of existing District processes and procedures as they relate to project or task initiation, project design, technical analysis, preparing CEQA documentation, CEQA approvals, outside agency reviews/approvals, and mitigation identification and tracking. The purpose of the review is to understand how the District currently operates and identify where processes can be revised or standardized to reduce cost and schedule while still meeting the requirements of CEQA and outside agencies with jurisdiction over District projects and their service area. In order to expedite data collection, the MNS team will prepare a list of data needs and questions by District Department and environmental topic. The list will be summarized in a table and provided to the District in advance of a Team Meeting to review each question and obtain existing District documents.

The information gathered will be summarized in a memorandum that briefly describes existing processes, location of District documents, and provides recommendations for process improvements. The memorandum will be submitted to the District for review prior to initiating Tasks 3 through 5 and summarized in the Standard Operating Procedures Manual (Task 5).

Deliverables:

- Draft District Processes and Procedures Memorandum in Microsoft Word and PDF Format.
- Final District Processes and Procedures Memorandum in Microsoft Word and PDF format (revised based on two rounds of comments).

TASK 3 – Master Mitigation Monitoring and Reporting Plan

The MNS team will draft a Master Mitigation Monitoring and Reporting Plan (MMRP) that incorporates standard mitigation measures for each environmental topic set forth in Appendix G of the CEQA Guidelines. These measures will be applied to CEQA documents prepared by the District and their consultants to simplify compliance and tracking. We anticipate that the measures will be developed using adopted plans and documents that apply to the Districts service area, such as the South Coast Air Quality Management District control efficiency measures, Western Riverside MSHCP Conservation Measures, Basin Plans, District maintenance permits and the USACE Final Mitigation Rule. MNS will note which measures are recommended by an agency, versus those that are required under an adopted plan to streamline District review and revisions. Mitigation measures that require application of a ratio based



upon resource quality will reference a mitigation checklist (ie. the USACE Final Mitigation Rule Checklist) or other supporting written direction to document how the ratio should be selected. For those environmental topics where regional plans or recommended agency measures are not available, MNS will prepare draft measures for District review based upon BB&K recommendations and previous District CEQA documents. The District will provide the Mitigation Monitoring and Reporting Plans (MMRPs) from CEQA documents adopted by the District in the past 5 (five) years. MNS will compile the mitigation measures adopted by the District for each environmental topic for consideration as standard measures. Some mitigation measures may be further streamlined through reference to District documents, such as a traffic control plan or dust control plan. The MNS team will incorporate any existing District environmental documents into the measures and make recommendations for the preparation of additional mitigation plans and measures.

In addition to standard mitigation measures, MNS will recommend applicant proposed measures (APMs) for consideration by the District where appropriate. Unlike mitigation measures, APMs are set forth as part of the project description and do not require tracking/reporting. APMs could include conducting maintenance activities outside of the nesting season, use of diversion structures when working within an active channel, or other design features that minimize the potential for impacts to environmental resources. The Mitigation Monitoring and Reporting Plan will be prepared as a table with a list of District environmental documents for reference, direction on establishing mitigation ratios, and the location where applicable regional plans and policies are available.

Deliverables:

- Draft Mitigation and Monitoring and Reporting Plan in Microsoft Word and PDF Format.
- Final Mitigation and Monitoring and Reporting Plan in Microsoft Word and PDF format (revised based on two rounds of comments).

TASK 4 – Development of Standard Templates

MNS will develop standard CEQA document templates and technical report templates for use by District staff and their consultants. Prior to initiating preparation of the templates, the MNS team will compile several versions of each CEQA document and technical report for discussion with District staff and/or present report outlines or templates released by the relevant agencies overseeing each environmental resource or topic. The structure and outline of each report will be discussed to ensure that District staff preferences are incorporated. Two versions of each report template will be prepared, a letter report for smaller or expedited projects and a full technical report for more complex projects. Each template will include an introduction, project description, brief summary of the applicable state, federal and local laws and policies applicable to the District service area, report methodology, existing conditions, results, and conclusion/mitigation measures section.

Other standardized planning tools will be developed for use by the District, including a tribal consultation letter template and an RCA JPR application package. This scope of work includes standard report templates for the following documents:



- Notice of Exemption (including screening checklist)
- Initial Study/Mitigated Negative Declaration
- Notice of Preparation
- Draft and Final EIR
- EIR Addendum
- Response to Comments (including standard responses to recurring comments)
- Air Quality Technical Report (letter report)
- Noise Analysis Technical Report (letter report)
- Biological Technical Report/MSHCP Compliance (letter, addendum full report)
- Determination of Biologically Equivalent or Superior Preservation Report
- RCA JPR application package
- Jurisdictional Delineation Report
- Standard Regulatory Permit Application Package

The templates prepared to analyze compliance with the Western Riverside MSHCP will incorporate the specific templates and/or guidance set forth by the Regional Conservation Authority (RCA) on their website. Former RCA staff person, Wendy Worthey, will review each MSHCP template to provide recommendations to streamline RCA/Wildlife Agency reviews and approvals.

The draft and final EIR template will include a MMRP and Response to Comments template. Standard responses for routine comments (i.e. description of agency role, requests for more information, etc) will be compiled using existing District CEQA documents from the past five years and MNS recommended standard responses.

Deliverables:

- Draft Standard CEQA document and Technical Report Templates in Microsoft Word and PDF Format (revised based on two rounds of District comments).
- Final Standard CEQA document and Technical Report Templates in Microsoft Word and PDF Format (revised based on two rounds of District comments).

TASK 5 – Development of CEQA Standard Operating Procedures Manual

Following completion of Tasks 1 through 4, above, the MNS team will prepare a CEQA Standard Operating Procedures Manual. The manual is intended to clearly identify each step in the District CEQA process for use by District staff and consultants, as well as the policies and procedures that must be followed to determine the appropriate CEQA document type. We anticipate that the manual outline will include the following sections, however revisions will be made through discussion with the District and a final draft of the outline will be submitted to the District prior to initiation of plan preparation:

**Chapter 1.0: Purpose**

- Section 1.1 Lead Agency
- Section 1.2 Responsible Agency
- Section 1.2 State Agency
- Section 1.4 Trustee Agency
- Section 1.5 District Purpose, Roles and Responsibilities
- Section 1.6 District CEQA Document/Quality Assurance Peer-Review Process

Chapter 2 National Environmental Policy Act**Chapter 3 CEQA Guidelines**

- Section 3.1 Overview of CEQA Guidelines
- Section 3.2 CEQA Guidelines Implementing Procedures
- Section 3.3 CEQA Guidelines Appendix G Checklist
- Section 3.4 Laws Required for Inclusion in CEQA
- Section 3.5 Native American Tribal Consultation
- Section 3.6 Vehicle Miles Traveled Policy
- Section 3.7 Construction Noise Analysis

Section 4.0 Decision Making Bodies**Section 5.0 Project Initiation Process**

- Section 5.1 Developing a Project Description
- Section 5.2 Applicant Proposed Measures (APMs)

Section 6.0 Determining Whether an Activity is a Project

- Section 6.1 Preliminary Review
- Section 6.2 Review Process
- Section 6.3 Not a Project Determination

Section 7.0 Exemption Process**Section 8.0 Negative/Mitigated Negative Declaration Process****Section 9.0 Environmental Impact Report Process****Section 10.0 Previous and Subsequent Document Process****Section 11.0 Preparers**

The CEQA and technical report templates and Standard MMRP prepared under Tasks 1 and 3, above will be attached as appendices.

Deliverables:

- Draft CEQA Standard Operating Procedures Manual in Microsoft Word and PDF Format.
- Final CEQA Standard Operating Procedures Manual in Microsoft Word and PDF format (revised based on two rounds of comments).



TASK 6 – Team Meetings and Coordination

The MNS team will coordinate with the District throughout the drafting and finalization of the initial CEQA Guidelines update and template preparation tasks (Task 1 to 4, above). We anticipate scheduling a team meeting (in person or via Microsoft Teams) prior to the initiation of each task to discuss the approach and request access to existing District documents and reports. A draft meeting agenda will be circulated prior to each meeting and draft meeting notes, including action items will be circulated following each meeting. Prior to initiating the task, a task schedule, summary of actions associated with each task, and deliverable document outline will be submitted to the District for review and approval.

As each template and guidance document is completed, we will schedule a follow up meeting to review the draft templates and any District comments and revisions. The MNS team will compile additional options that will be presented to the District at this meeting to further standardize CEQA processes and streamline coordination with the RCA, wildlife agencies, tribal groups, other government agencies and the public. This scope of work includes up to 88 hours of MNS Project Director, Project Manager, and Environmental Planner time and may include meeting preparation, correspondence by email or phone, and meeting attendance. In addition, the task includes up to 16 hours of BBK legal team meeting time to review documents and provide legal advice. Up to 16 hours of meeting time for Rincon staff is included for Wendy Worthy and Breanna Campbell to provide Western Riverside MSHCP and tribal/cultural expertise and recommendations.

Deliverables:

- Draft meeting agenda and notes (prior to, and following each meeting) in Microsoft Word and PDF format
- Final meeting agenda and notes (prior to, and following each meeting) in Microsoft Word and PDF format (revised based on one round of comments).

TASK 7 – Contingency Task

At the direction of the District during our July 10, 2024 meeting, we have included a contingency task that may be used to update the initial study checklist to address specific District to address the primary issues of concern, prepare additional plans and support documentation to support the Master MMRP (Task 1), develop District specific Thresholds of Significance, or implement recommendations made by the MNS team. Prior to initiating any work under Task 7, a detailed task order, cost estimate, and schedule will be submitted to the District for approval.

Deliverables:

- Deliverables will vary by District authorized task and will be detailed in each task order submitted to the District for review and approval.



Schedule

| Task | Duration |
|---|----------------|
| CEQA Guidelines Update | |
| BBK Update/Submit to RCFCD | Weeks 1 to 4 |
| RCFCD Review | Weeks 5 to 7 |
| Address Comments | Weeks 8 |
| RCFCD Review | Weeks 9 to 11 |
| Finalize CEQA Guidelines and Forms | Weeks 13 |
| Review of District Processes and Procedures | |
| Review of District Documents and Procedures | Weeks 1 to 8 |
| Prepare District Processes and Procedures Memorandum | Weeks 9 to 11 |
| RCFCD Review | Weeks 12 to 14 |
| Address Comments | Weeks 15 |
| RCFCD Review | Weeks 17 to 19 |
| Finalize District Processes and Procedures Memorandum | Weeks 20 |
| Master Mitigation Monitoring and Reporting Plan | |
| Compile Mitigation Monitoring and Reporting Plan | Weeks 20 to 24 |
| RCFCD Review | Weeks 25 to 27 |
| Address Comments | Weeks 28 |
| RCFCD Review | Weeks 28 to 30 |
| Finalize Mitigation Monitoring and Reporting Plan | Weeks 31 |
| Development of Standard Templates | |
| Prepare Standard Templates | Weeks 20 to 24 |
| RCFCD Review | Weeks 25 to 27 |
| Address Comments | Weeks 28 |
| RCFCD Review | Weeks 28 to 30 |
| Finalize Standard Templates | Weeks 31 |
| Development of CEQA Standard Operating Procedures Manual | |
| Prepare CEQA SOP Manual | Weeks 20 to 24 |
| RCFCD Review | Weeks 25 to 27 |
| Address Comments | Weeks 28 |
| RCFCD Review | Weeks 28 to 30 |
| Finalize CEQA Guidelines and Forms | Weeks 31 |



3850 Vine Street, Suite 110 | Riverside, CA 92507

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Fee Proposal

All services will be provided on a time and materials basis, pursuant to the attached rate sheet.

| Task | Project Director | Principal Regulatory Specialist | Senior Env. Planner | Associate Env. Planner | Hours Total | Subconsultants | | Subtotal |
|---|------------------|---------------------------------|---------------------|------------------------|-------------|----------------|---------|------------------|
| | | | | | | BB&K | Rincon | |
| | \$260 | \$225 | \$195 | \$150 | | | | |
| Task 1 - CEQA Guidelines Update | 16 | 16 | 40 | | 32 | \$4,000 | | \$11,760 |
| Task 2 - Review of District Processes and Procedures | 16 | 32 | 32 | | 80 | \$1,500 | \$4,000 | \$23,100 |
| Task 3 - Master Mitigation Monitoring and Reporting Plan | 12 | 40 | 40 | | 92 | \$1,500 | | \$21,420 |
| Task 4 - Development of Standard Templates | 24 | 50 | 50 | 30 | 154 | \$1,500 | \$7,000 | \$40,240 |
| Task 5 - Development of CEQA Standard Operating Procedures Manual | 24 | 45 | 60 | | 129 | \$1,500 | | \$29,565 |
| Task 6 - Team Meetings and Coordination | 24 | 40 | 20 | 4 | 88 | \$4,000 | \$3,500 | \$26,460 |
| Task 7 - Contingency Task | | | | | | | | \$40,000 |
| Reimbursables (Mileage, Printing, etc.) | | | | | | | | \$3,000 |
| Total | | | | | | | | \$196,325 |





Attachment 1

MNS 2024 Standard Schedule of Fees





2024 STANDARD SCHEDULE OF FEES

PROJECT/PROGRAM MANAGEMENT

| | |
|--|-------|
| Principal-In-Charge..... | \$340 |
| Senior Project/Program Manager..... | 325 |
| Project/Program Manager..... | 275 |
| Assistant Project/Program Manager..... | 255 |
| Senior Project Coordinator..... | 195 |
| Project Coordinator..... | 165 |

ENGINEERING

| | |
|------------------------------|-------|
| Principal Engineer..... | \$305 |
| Lead Engineer..... | 270 |
| Supervising Engineer..... | 255 |
| Senior Project Engineer..... | 235 |
| Project Engineer..... | 210 |
| Associate Engineer..... | 190 |
| Assistant Engineer..... | 175 |

SURVEYING

| | |
|----------------------------------|-------|
| Principal Surveyor..... | \$280 |
| Lead Surveyor..... | 270 |
| Supervising Surveyor..... | 230 |
| Senior Project Surveyor..... | 210 |
| Project Surveyor..... | 185 |
| Associate Project Surveyor..... | 175 |
| Assistant Project Surveyor..... | 160 |
| Party Chief (PW)..... | 190 |
| Chainperson (PW)..... | 160 |
| One-Person Survey Crew (PW)..... | 225 |

TECHNICAL SUPPORT

| | |
|-----------------------------|-------|
| CADD Manager..... | \$210 |
| Supervising Technician..... | 180 |
| Senior Technician..... | 170 |
| Engineering Technician..... | 130 |

CONSTRUCTION MANAGEMENT

| | |
|--------------------------------------|-------|
| Principal Construction Manager..... | \$330 |
| Senior Construction Manager..... | 290 |
| Senior Resident Engineer..... | 265 |
| Resident Engineer..... | 250 |
| Structure Representative..... | 245 |
| Construction Manager..... | 230 |
| Assistant Resident Engineer..... | 210 |
| Sr. Construction Inspector (PW)..... | 185 |
| Construction Inspector (PW)..... | 177 |
| Office Administrator..... | 135 |

PLANNING

| | |
|------------------------------------|-------|
| Planning Director..... | \$235 |
| City Planner/Planning Manager..... | 220 |
| Principal Planner..... | 205 |
| Senior Planner..... | 190 |
| Associate Planner..... | 160 |
| Assistant Planner..... | 135 |
| Planning Technician..... | 115 |

ADMINISTRATIVE SUPPORT

| | |
|--|-------|
| Senior Management Analyst..... | \$195 |
| Management Analyst..... | 165 |
| IT Technician..... | 150 |
| Graphics/Visualization Specialist..... | 160 |
| Administrative Assistant..... | 105 |

GOVERNMENT SERVICES

| | |
|--------------------------------------|-------|
| City Engineer..... | \$265 |
| Deputy City Engineer..... | 235 |
| Assistant City Engineer..... | 225 |
| Plan Check Engineer..... | 185 |
| Permit Engineer..... | 175 |
| City Inspector..... | 168 |
| Senior City Inspector (PW)..... | 185 |
| City Inspector (PW)..... | 177 |
| Principal Stormwater Specialist..... | 190 |
| Senior Stormwater Specialist..... | 180 |
| Stormwater Specialist..... | 170 |
| Stormwater Technician..... | 150 |
| Building Official..... | 250 |
| Senior Building Inspector..... | 200 |
| Building Inspector..... | 175 |
| Senior Grant Writer..... | 190 |
| Grant Writer..... | 180 |
| Associate Grant Writer..... | 160 |
| Assistant Grant Writer..... | 145 |

DIRECT EXPENSES

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate.

PREVAILING WAGE RATES

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

ANNUAL ESCALATION

Standard fee rates provided for each classification are subject to 5% annual escalation or the most recent US Bureau of Labor Statistics Consumer Price Index, whichever is higher.

OVERTIME

Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for exempt employees and other classifications will be charged at 1 x hourly rate.