

MEMORANDUM  
RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

November 6, 2008

Consultant  
Address

Dear Mr./Mrs:

Re: Request for Proposals  
West Desert Hot Springs  
Master Drainage Plan

The Riverside County Flood Control and Water Conservation District is inviting qualified firms to submit proposals to perform engineering services for the preparation of the West Desert Hot Springs Master Drainage Plan.

The project area encompasses portions of Desert Hot Springs, North Palm Springs and unincorporated areas of Riverside County. The purpose of the proposed Master Drainage Plan is to investigate and analyze the drainage problems of the area and to develop an economical drainage plan that considers flood protection for both existing and future development. To assist you in the preparation of your proposal, we have enclosed the following:

- Attachment "A" – Project Overview
- Attachment "B" – Proposed Scope of Work
- Attachment "C" – Proposal Evaluation Criteria
- Attachment "D" – Sample Agreement

Please submit four copies of your proposal to the District by December 8, 2008. The proposal must include the following:

1. Proposed project team with key personnel and their qualifications
2. A generalized schedule
3. A description of similar stormwater management projects designed by your firm and/or key personnel
4. A list of references
5. A cost proposal provided in a separate, sealed envelope

A committee of City and District staff will evaluate your qualifications and develop a short list of qualified firms. Selected firms may be asked to appear for interviews. The committee will make a final ranking following interviews (if conducted). The committee will make a recommendation for selection based on qualifications, demonstrated competence and technical response to the RFP. When the recommendation is approved, the highest ranked firm will be invited to negotiate fees for planning services.

For questions or clarification, please contact Dale Anderson of this office at 951.955.1345.

Very truly yours,

STUART E. MCKIBBIN  
Chief of Planning Division

Enclosures

c: City of Desert Hot Springs  
Attn: Mr. Jonathan Hoy  
City of Palm Springs  
Attn: Mr. David J. Barakian  
Dale Anderson

DA:blj  
P8/122004

# **ATTACHMENT "A"**

## **Project Overview**

### West Desert Hot Springs Master Drainage Plan

#### **Purpose**

The Riverside County Flood Control District (District), in cooperation with the Cities of Desert Hot Springs and Palm Springs, is requesting proposals from Civil Engineering consulting firms to prepare a master drainage plan.

The current master drainage plans for the Cities of Desert Hot Springs and Palm Springs do not address all the areas within respective city limits or sphere of influence. It is not the intention of this study to readdress areas within existing City MDPs. However, integration of the studies will require some analysis on the impacts to existing or proposed drainage systems. The objective is to prepare a comprehensive stormwater management plan for these areas that can serve as a viable planning tool for future growth.

In general, the study computes stormwater runoff under post-developed conditions (10 and 100-year events), identifies existing drainage problems (including those that may be caused, or aggravated, by future development) and proposes a plan to mitigate flooding impacts. The study will further analyze master plan impacts under the California Environmental Quality Act (CEQA) and identify any proposed mitigation measures. A detailed description of the services required can be found in the enclosed scope of work.

A previous consultant has completed the Base Mapping for the MDP, a sediment transport study for the Mission Creek and Morongo Wash facilities, the existing condition watershed hydrology and one MDP facilities alternative including individual facility hydrology along with additional studies which are described in detail in paragraph 1.2 of the Proposed Scope of Work. These reports along with all electronic files may be down loaded at [ftp://ftp.drivehq.com/RCFlood/WDHS Review/](ftp://ftp.drivehq.com/RCFlood/WDHS%20Review/)

#### **City Vision – Desert Hot Springs**

The City of Desert Hot Springs vision of a Master Plan for the flood and drainage involves two major issues. The first issue is channelization. The City would like to incorporate into a master plan provisions that facilitate underground channelization of runoff water to prevent geographical division as much as possible. That is to say the street and circulation patterns are not disrupted.

The second issue is defining and enhancing the floodplains of Desert Hot Springs to incorporate multi-use possibilities and the ability to identify properties within the City for future development. The City's focus is to incorporate bicycle and walking trails, multi-use parks, water features that recharge the aquifers, equestrian trails and open spaces for

natural habitat that complement the other improvements such as road expansions, residential neighborhoods and commercial projects in an aesthetically pleasing and preferably natural landscape. This vision allows for and encourages growth within the current city limits and, in doing so, reinforces the City's identity. The City of Desert Hot Springs has the capacity to absorb growth through the successful implementation of the master plan proposal process. This master plan will be the united key element that will drive our proposed comprehensive master plan of the City. Through this process we believe that all components will be accomplished for future development.

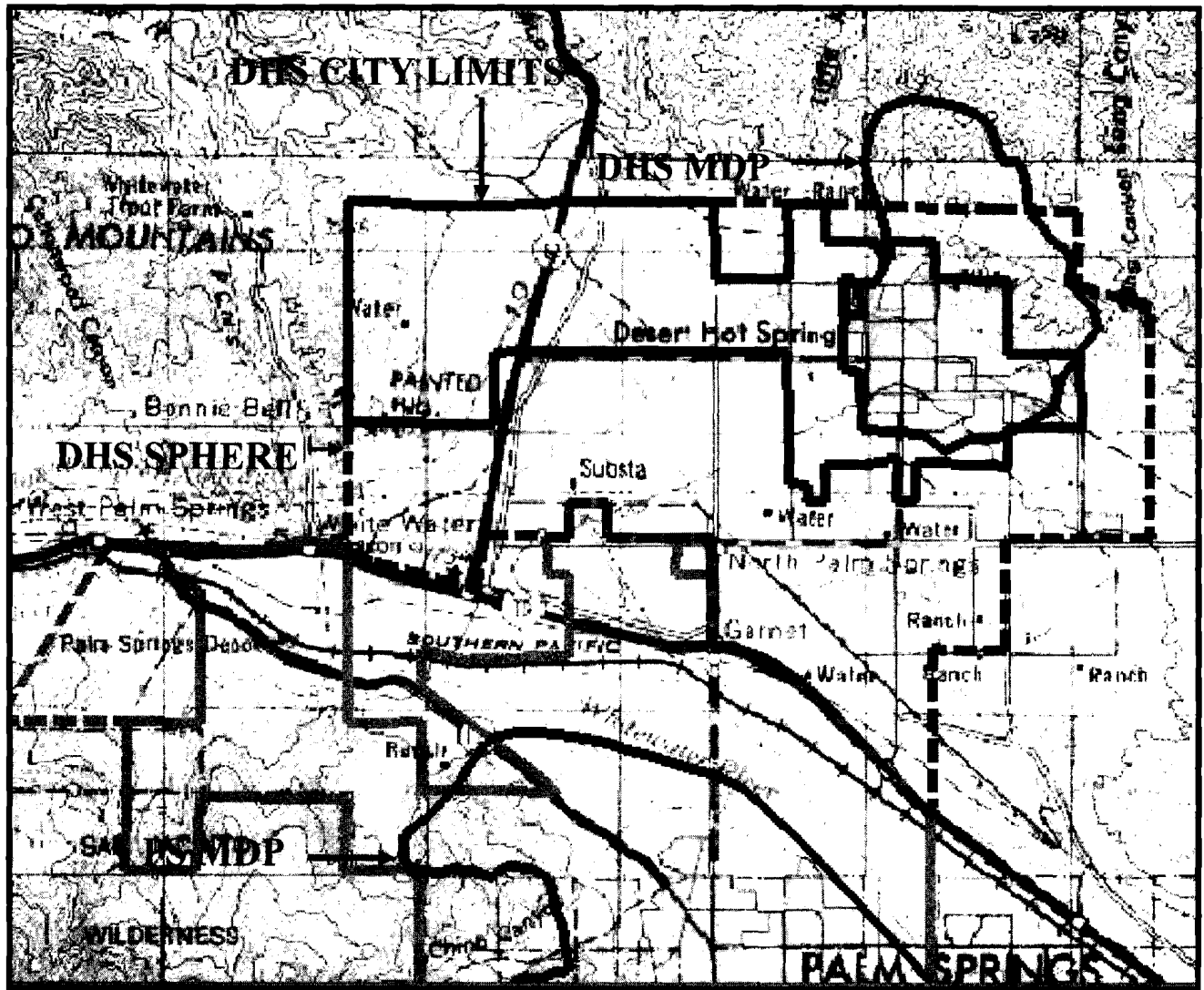
### **City Vision – Palm Springs**

Palm Springs continues to receive development proposals both within and outside the existing City MDP boundary. The goal is to provide a drainage plan and funding source that serve to protect the development and hence the quality of life for future residents and businesses. The new MDP shall serve to coordinate and be consistent with the existing MDP.

DVA:blj  
P8/122006

# Upper Whitewater River Region

The Upper Whitewater River region is bounded approximately by the city limits and sphere of influence for the city of Desert Hot Springs with Palm Drive serving as the eastern limits. This region also includes the areas within the city limits and sphere of influence for the city of Palm Springs located north of the I-10 freeway.



# **ATTACHMENT "B"**

Request for Proposals  
West Desert Hot Springs  
Master Drainage Plan

## PROPOSED SCOPE OF WORK

### **PROJECT DESCRIPTION**

Development of a Flood Control and Master Drainage Plan (MDP) for the West Desert Hot Springs area. The following listings describe the individual tasks to be performed.

### **PHASE 1 – BASELINE DATA INVENTORY**

#### **1.1 Review of Resources**

This task provides for a general field review of the study area, the collection of existing reports, documents generated by earlier master drainage plan, available topographic maps, specific plans for the study area, obtaining NPDES permit documents, flooding within the study area documented by local newspaper accounts, and the City's general plan documents including land use and zoning data. This task also provides for performing and documenting the findings obtained from interviews with City and Riverside County Flood Control and Water Conservation District (District) staff knowledgeable about drainage deficiencies and flooding history in the study area.

*Deliverables: Minutes of Meetings with District and City.*

#### **1.2 Review of Prior Consultant's Work**

This task involves a comprehensive review of work completed by prior consultant. Items for review and use include the following:

- *Engineering Design Criteria and Objectives*  
This document establishes the criteria and objectives for sizing drainage facilities including detention basins, underground storm drains, and open channels that will be maintained by either the City or the District. In addition, this document defines the procedures and presentation approach for the preparation of the MDP and identifies pertinent information to be included in the MDP.
- *Base Mapping*  
Planimetric features identified include existing and proposed major roadways, existing railroads and freeways, existing drainage reservations, existing drainage facilities, existing major utilities, City limits, City sphere of influence and existing and proposed Specific Plans. The USGS and the District's aerial topographic maps with 4 foot contours are also provided.

- *Existing Drainage Facility Exhibit*  
This exhibit shows the locations of the existing culverts within the study area.
- *Existing Culvert Capacity Study*  
This study includes copies of Caltrans as-builts and preliminary hydraulic calculations for the existing culverts in the study area. This study is partially complete and has not been approved by the District.
- *Hydrology Study*  
Existing drainage flow paths and watershed boundaries have been established. Proposed drainage flow paths and watershed boundaries have been established based on preliminary facility alignments. Rational and Synthetic Hydrology calculations and hydrology maps have been approved by the District for the preliminary facility alignments.
- *Sediment Transport Study*  
This study was conducted to evaluate the sediment yield and transport characteristics of Mission Creek and Morongo Wash. It also addresses potential channelization options for Mission Creek and Morongo Wash and the effects of channelization on sediment transport. This study has been approved by the District.
- *Program-Level Jurisdictional Delineation and Biological Analysis*  
This study was conducted to help the District properly address impacts to drainage features under the Jurisdiction of United States Army Corps of Engineers (USACE) and California Department of Fish and Game (CDFG), as well as those areas which may provide suitable habitat to sensitive species. This study is partially complete and has not been approved by the District.

*Deliverables: Letter confirming receipt and review of above reports, files, calculations and documents.*

### **1.3 Initial Needs Assessment and Constraint Information**

Based on the information obtained from Task 1.1, an assessment of additional data requirements to develop the master drainage plan will be made. Constraint information related to biologic and other environmental concerns will be primarily generated during Phase 5 of this Scope of Work. If additional data is needed to adequately develop the master drainage plan, a meeting will be arranged with the City, District and others as suggested by the City, to discuss the needed data and reach a decision as to how it will be obtained.

*Deliverables: Written request for additional data (if needed)*

### **1.4 Engineering Design Criteria and Objectives**

Based on the information obtained from Task 1.2 and the Consultant's Proposed Scope of Work, revise and prepare a new Engineering Design Criteria and Objectives Memorandum for

the West Desert Hot Springs Master Drainage Plan. This task provides for establishing the criteria and objectives for the preparation of the Master Drainage Plan including criteria for sizing drainage facilities including detention basins, underground storm drains, and open channels that will be maintained by either the Cities or the District.

Portions of the study area fall within the Coachella Valley Water District (CVWD) boundary. Any proposed facilities within the CVWD shall be designed to their standards.

*Deliverables: Engineering Design Criteria and Objectives Memorandum*

## **PHASE 2 – DRAINAGE DEFICIENCY IDENTIFICATION**

### **2.1 Update of Parameters for Hydrologic Analysis (if needed)**

This task involves verifying and updating any major changes in the parameters used in the prior consultant's work. Parameters of particular importance are the rainfall and land use.

*Deliverables: Hydrology Report*

### **2.2 Existing Drainage Facility Hydraulic Capacities**

This task involves evaluation of the capacity of the existing drainage systems. For determining the hydraulic capacity of the existing culverts, the analysis will be performed based upon: (1) Orifice Control; (2) Critical Depth Control; and (3) Friction Control. The analysis will use WSPG to evaluate potential downstream drainage impacts as well as the adequacy of the downstream drainage system to accommodate flows from development activity and all other upstream sources.

*Deliverables: Existing Facility Capacity Report*

## **PHASE 3 – ALTERNATIVE DRAINAGE SYSTEM EVALUATION**

### **3.1 Alternatives Formulation and Feasibility Analysis**

The hydrologic analysis of the ultimate watershed condition requires the definition of a conveyance system including underground storm drains, improved channels, natural channel conveyances, debris basins, training levees and detention basin facilities. A review of the results of this initial analysis will indicate the need for facility adjustments to meet peak flow mitigation requirements. Alternative master plan facilities will be conceptually formulated and analyzed as a part of this task. Up to four alternative analyses to justify the selection of the preferred alternative for facilities will be performed. The findings will consider environmental constraints, maintenance, right of way and construction cost analysis. An Alternative Analysis Kick off meeting and progress meetings will be held to receive input from the City and District. A Technical Memo describing the alternatives will be incorporated into the MDP report.

*Deliverables: Minutes from Alternative Analysis Kick off Meeting  
Technical Memo describing the alternatives*

### **3.2 Preliminary Facility Sizing and Hydraulics**

Preliminary facility sizing of alternative flood control conveyances and basins will be performed as a part of Task 3.1. The document titled *Engineering Design Criteria and Objectives* outlines the criteria to be used for this task. Storm drains and channel conveyances will be sized using normal depth calculations before the preferred alternative is selected. Hydraulic boundary conditions for the proposed facilities will be verified to ensure that the normal depth calculations provide reasonable answers. WSPG will be used to size all facilities in the preferred alternative.

*Deliverables: Normal Depth Calculation Memo*

*Alternatives Exhibits showing normal depth facility sizes*

*Draft Facility Size Technical Memo*

*Facilities Map showing WSPG facility sizes for preferred alternative*

*Final Facility Size Technical Memo*

### **3.3 Water Quality Evaluation**

#### **3.3a Regional Facilities**

This task will include a detailed review of the conditions for addressing the Regional Water Quality Control Board Colorado River Basin Region, Watershed-Wide Waste Discharge requirements for discharge of storm runoff associated with new development in the Whitewater River Watershed, NPDES No. CAS617002. Regional stormwater management is an alternative to on-site controls, in which a watershed wide approach is used to analyze potential water quantity and quality problems and identify appropriate mitigation measurements. This task will identify locations and types of proposed regional water quality control facilities or measures such as detention ponds and control devices that can be implemented prior to discharge into Waters of the United States.

Potential regional BMPs may include diversion/treatment infiltration of dry weather and/or wet weather flow. This task will include analysis of the land uses tributary to the basins to determine the primary pollutants tributary to the proposed water quality basins or water quality control devices. The project team will also evaluate the effectiveness of the proposed BMPs at treating the tributary pollutants.

*Deliverables: Technical Memo describing Feasibility/Location of Regional Facilities*

#### **3.3b Incorporation of Site Design BMPs**

This task will include an examination of the feasibility of incorporating applicable designs that minimize the impervious footprint, minimize directly connected impervious areas and conserve natural areas where applicable and feasible. This will be complemented by examining the ability of the proposed facilities to maintain natural stream courses and reduce infiltrative capacity loss caused by channelization projects with impervious lining during the facility planning and design phase, respectively and as appropriate.

Documentation of aforementioned Site Design BMP consideration will be incorporated into the MDP supporting documentation and analysis of necessary site design BMPs will be included in the CEQA documents, as appropriate, for the new MDP.

*Deliverables: Technical Memo describing Incorporation of Site Design BMPs and selection of facility types*

### **3.4 Preliminary Construction Cost Estimate**

Preliminary construction and right-of-way cost estimates will be prepared for each of the alternative drainage elements within the MDP watersheds. Cost estimates will be prepared using the District's Standard project cost estimate forms. Preliminary quantity calculations will be made based on the facility sizing performed in Task 3.2 to estimate earthwork and material costs.

*Deliverables: Preliminary Cost Estimate Report*

### **3.5 Phasing and Implementation Program**

A priority list will be developed for implementation of each of the elements of the preferred flood control master plan developed for the study area.

Based on the priority list, a draft implementation plan will be formulated describing the project priorities for allocating funds necessary for the construction of MDP facilities and the acquisition of the right of ways and drainage easements. The City and the District will review the draft plan and comments will be incorporated into the final implementation plan.

*Deliverables: Minutes from Meetings with City and District  
Implementation Plan Report*

### **3.6 Preferred Alternative Selection**

Consultant shall set up meetings/work sessions between the District and City Councils/Planning Commission to review the Alternatives. Based upon these meetings and work sessions, it is anticipated that the District and Cities will select a preferred alternative. Once selection has been made, Phases 4 and 5 may commence.

*Deliverables: Minutes from Meetings with City and District  
Minutes from Planning Commission/City Council Work Sessions*

## **PHASE 4 – PROJECT REPORTS**

### **4.1 Preparation of Draft Report**

Once a preferred alternative is selected by the Cities and District, Consultant will prepare a Draft Report.

The content of the report will include, but will not necessarily be limited to, the following:

- An executive summary;
- A summary of the data collection effort indicating the information collected;
- A description of the existing watershed conditions including drainage improvements ;
- A discussion of the hydraulic analyses of the existing system to determine hydraulic capacities of the drainage elements;
- A report and map showing the environmental constraints that must be considered in developing the master plan;
- A detailed description of the hydrologic modeling methodology;
- A summary of the results of the ultimate watershed hydrologic analyses ;
- A discussion of the master drainage plan alternatives including a discussion of the preferred alternatives and the rationale for its selection;
- A summary of BMP incorporation for Regional Water Quality Control Facilities;
- A summary discussion of the preliminary construction cost to implement the preferred plan; and
- A discussion of the phasing and implementation plan.

Two copies of the draft reports will be submitted to the Cities and to the District for review and comment. In addition, a multimedia CD containing the MDP information will be prepared. The CD will be interactive and will allow users to easily scroll through and accesses all the information associated with the MDP. In general, the context of the CD shall be organized as follows:

- Report
- Existing Condition
- Proposed (MDP) Condition
- MDP Facilities
- Plan and profile sheets
- Street Capacity Calculations
- Land Use Map
- Soils Map
- Precipitation Map

Each screen page shall include links to print, back, home or any of the discrete components mentioned in the above list. The home page shall include a link to the Adobe website for Acrobat Reader download. The intent of the Interactive Master Drainage Plan is to provide the basic data and management tools for spatial analysis and decision support, as one component of a wider range of informational products and services offered.

*Deliverables: Draft Report  
Draft Interactive MDP “CD”*

## **4.2 Final Report**

The final reports will be prepared after the receipt of comments from the Cities and the District. Three copies of the final reports will be provided to the Cities and the District. Final reports should contain a CD with all the information and exhibits in .pdf or other approved format. The MDP and report shall be stamped by a civil engineer licensed in the State of California. The content of the report will include, but will not necessarily be limited to, the following:

- Hydraulic sizing calculations for proposed drainage facilities;
- Stage-storage-discharge calculations for proposed detention basins. Supporting data will include hydraulic backup for the outflow rating curves and conceptual basins grading plans used to determine storage elevation relationships for proposed basins;
- Hydrologic calculations for the post-developed watershed condition for study area;
- Cost estimating data collected from various sources;
- Cost estimating computation sheets;
- A table of hydrologic constants used to develop the sub-watershed models. Each line on the table will include the following sub-watershed characteristics: watercourse length, length to centroid, highest elevation along watercourse, lowest elevation along watercourse, slope, basin factor, lag time, rainfall, loss rate and low loss rate;
- A table of sub-area characteristics, including sub-area ID, sub-area acreage, land use, soil group, cover type and % impervious; and
- A hydrologic network schematic.

*Deliverables: Final Reports  
Final Interactive MDP "CD"*

#### **4.3 Final Exhibits**

Final exhibits for study area will be prepared to a 1" = 800' scale digital format compatible with Microstation Version 8. The post-developed watershed hydrology maps will also be prepared in the same scale and in digital format. Exhibits to the report are anticipated to include, but not be limited to the following:

- General Vicinity Map;
- Hydrology maps for the post-developed watershed conditions for the study area;
- Constraints maps showing the environmentally sensitive areas where endangered species habitat and other critical constraints may occur and areas subject to potential State and/or Federal jurisdiction;
- Existing Flood Insurance Rate Maps;
- Preferred Alternative Drainage Master Plan Maps at 1"=800' or 1"=1000' scale as appropriate; and
- Plan and profile drawings showing the preferred alternative master drainage plan facilities on 11" x 17" sheets.

Drafts of the above mentioned exhibits and maps will be submitted to the Cities and the District for review. Comments will be incorporated into final submittal. Final exhibits must be legibly reproducible on a Xerox or blue line copy machine.

*Deliverables: Draft Exhibits  
Final Exhibits*

**Note: ALL exhibits for each study area will be prepared to a 1" = 800' scale digital format compatible with MicroStation Version 8.**

#### **4.4 Appendices to Report**

The appendices to the report are expected to include the following:

- Compendium of data collected including summaries of interviews conducted with City and District staff;
- Hydraulic capacity calculations for existing facilities;
- Compendium of information and comments collected at public input meetings and agency coordination meetings.

*Deliverables: Summary Report of Minutes and Data  
Hydraulic Capacity Calculations  
Environmental Analysis Reports*

#### **4.5 Meetings**

This task provides for participating in monthly progress meetings at the District office during the performance of the engineering services for the preparation of the Master Drainage Plan. This task also includes participating in up to eight formal public hearings/meetings with the Cities and/or other entities for the purpose of presenting and discussing the study.

### **PHASE 5 – ENVIRONMENTAL REVIEW AND ANALYSIS**

#### **5.1 Environmental Impact Report**

Pursuant to the provisions of the California Environmental Quality Act (CEQA) (Section 15000 et seq), the Consultant shall assist the District with the preparation and processing of a legally adequate “First Tier” Environmental Impact Report (EIR) for the Master Drainage Plan. The Consultant responsibilities will include, but will not necessarily be limited to, the following:

Scoping;  
Public and Agency Consultation;  
Preparation of all necessary supporting Technical Reports/Studies;  
Preparation of Administrative Draft EIR, Draft EIR and Final EIR;  
Preparation of Response to Comments;  
Preparation of all required Notices and Mailings; and  
Preparation of Mitigation Monitoring and Reporting Program\*;

It should be noted that the District is a permittee under the Coachella Valley Multiple Species Habitat Conservation Plan (HCP). The City is expected to become a permittee prior to January 2009.

Additionally, those portions of the project affecting Tribal lands must conform with mitigation measures stipulated by the Tribal HCP for the Agua Caliente Indian Reservation.

- Deliverables:*
- Notice of Preparation*
  - 1<sup>st</sup> Administrative Draft EIR*
  - 2<sup>nd</sup> Administrative Draft EIRs*
  - 3<sup>rd</sup> Administrative Draft EIRs*
  - Notice of Completion*
  - Draft EIR*
  - Draft Mitigation Monitoring and Reporting Program*
  - Response to Comments*
  - Final Mitigation Monitoring and Reporting Program*
  - Final EIR*
  - Notice of Determination*

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## ATTACHMENT "C"

### Proposal Evaluation Criteria and Instructions

#### **Selection Process:**

A committee of City and District staff will review the work proposals. The Committee will select the consultants for interviews (if conducted) based upon the materials submitted in the work proposal. Upon evaluation the Committee will rank the firms. Only after the ranking process is complete will the cost proposals for the top ranked firm (or firms in case of a tie) be opened.

The Committee will negotiate a contract with the top firm that will then be considered for approval by the District and City. The successful firm will be expected to enter into the attached Consulting Services Agreement.

The tentative schedule is as follows:

Issue Request for Proposals November 6, 2008  
Proposal due December 8, 2008  
Oral interviews (if conducted) December 19, 2008  
Begin Contract Negotiations January 5, 2009

This solicitation does not commit the District to award a contract, to pay any cost incurred with the preparation of a proposal, or to procure or contract for services or supplies. The District reserves the right to accept or reject any or all proposals received in response to this request, to negotiate with any qualified source, or cancel in whole or part this proposal process if it is in the best interest of the District to do so. Subsequent to contract negotiations, prospective consultants may be required to submit revisions to their proposals. All proposers should note that any contract pursuant to this solicitation is dependent upon the recommendation of the District and the approval of the District's Board of Supervisors.

#### **Evaluation of Proposals:**

All responses to this Request for Proposals become the property of the District. The District will select a Consultant from among those submitting Proposals. Selection will be based on the evaluation criteria set forth below. After the District has selected a Consultant or Consultants, the District and Consultant will negotiate a Contract(s) for submission to the Board of Supervisors for their consideration and possible approval.

The District may require whatever evidence it deems necessary relative to the Consultant's financial stability.

The District reserves the sole right to judge the Consultant's representation, either written or oral.

The District may at its option, invite one or more of the Consultants to make a presentation to an evaluation committee before a final selection is made.

**Proposal must be in the following format:**

- Proposal to be bound on 11" side – binding style to be determined by submitter.
- Paper size to be 8.5" x 11" (except the organizational chart, project schedule and examples of similar work product – not to exceed 11" x 17").
- Font size used for all documents (except the organizational chart, project schedule and examples of similar work product) to be a minimum of 8 point.
- Proposal shall be no more than 30 pages (excluding sample work).

**Required Content:**

- Work Plan of Action/Recommended Scope of Work/Deliverables.
- Proposed Project Team with Key Personnel and their Qualifications.
- A Generalized Schedule.
- A Description of Similar Flood Control MDP Projects prepared by your Firm.
- A List of References.
- An acknowledgement that the Consultant has read the Draft Engineering Services Agreement and can comply with Section 11 "Required Insurance".
- A cost proposal provided in a separate sealed envelope. The cost proposal shall include a cost analysis for the entire project and for each item identified in the Work Plan of Action. The cost proposal shall also include a man-hour analysis with job classifications.

**Evaluation Criteria:**

The evaluation criteria to be used in the selection process will include, but are not limited to the following considerations:

1. Proposals will first be reviewed on a Pass/Fail basis. Proposals not meeting the following requirements may be rejected as non-responsive:
  - a. Proposal is post-marked prior to the deadline for submission of the Proposal.
  - b. Proposal shows an ability to meet the insurance requirements.
2. Consultants will be evaluated separately as to each area. Proposals passing the first step will be evaluated based on the following:
  - a. Past Performance  
The District may check the Consultant's references for overall satisfaction with Consultant's services. Consultant's references should include current contract names and telephone numbers.
  - b. Qualifications  
The evaluation of Consultant's capability will include a review of information about the Consultant's experience, financial strength, organization, key personnel, training, certification and other relevant information, with greatest weight given to key personnel's experience of scope and nature similar to the service requested in this Request for Proposals.

c. Relevant Experience

An important factor in selection will be demonstration of past experience with projects involving master planning of drainage facilities in which the key project personnel had a significant role that demonstrates capability for this project. Client references for past projects are expected. Of particular importance is key personnel's familiarity and knowledge with the District's Hydrology Manual and procedures as well familiarity with the preparation of CEQA, Environmental Impact Reports for similar projects. The key personnel should have developed good working relationships with District staff. The Consultant shall have the ability and willingness to respond to District requirements.

d. Work Plan of Action

Factors to determine the adequacy and effectiveness of Consultant's methods to conduct and accomplish a successful program as specified in the Scope of Work will include, but are not limited to equipment, work methodology, techniques, activity coordination, size and appropriateness to geographic area, training, certification, the project team makeup and proposed schedule.

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P8/122036

**ATTACHMENT "D"**  
**CONSULTING SERVICES AGREEMENT**

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION  
DISTRICT, hereinafter called "DISTRICT", and **JOHN DOE CORPORATION**, hereinafter  
called "CONSULTANT", hereby agree as follows:

1. PROJECT - CONSULTANT shall provide on-going training to municipal employees for the Riverside County Municipal Stormwater Programs.
2. SCOPE OF SERVICES - CONSULTANT shall furnish tools, equipment, facilities, materials and labor necessary to perform in a complete, skillful and professional manner those consulting services described in Attachment "A" attached hereto and made a part hereof.
3. TIME FOR PERFORMANCE - CONSULTANT shall commence performance of services on July 1, 2008, and shall diligently perform services through June 30, 2009.
4. COMPENSATION - DISTRICT shall pay CONSULTANT for services performed and expenses incurred in accordance with Attachment "B" attached hereto and made a part hereof. The total amount of compensation paid to CONSULTANT under this Agreement shall not exceed the sum of dollars (\$XXXXXX) for each Fiscal Year the Agreement is in effect, unless a written amendment to this Agreement is executed by both parties prior to performance of additional services.
5. PAYMENT – Payment to CONSULTANT shall be paid by DISTRICT following satisfactory performance of the services as set forth herein and within thirty days (30) after DISTRICT'S receipt of appropriate monthly invoice(s) from CONSULTANT. CONSULTANT shall keep employee and expense records according to customary accounting methods and such records shall be available for inspection by DISTRICT to

verify the invoices of CONSULTANT. All invoices shall itemize charges to conform with the portion(s) of work and estimated costs as set forth in Attachment "B".

6. LICENSES - CONSULTANT, its employees, agents, contractors and subcontractors shall maintain professional licenses required by the laws of the State of California at all times while performing services under this Agreement.
7. PERMITS AND RIGHTS OF ENTRY – DISTRICT will obtain all rights of entry as may be required to allow CONSULTANT to perform the proposed consulting services within and upon privately-owned property. All permits and rights of entry as may be required from any and all other affected public entities shall be obtained by CONSULTANT. Sufficient evidence of having obtained such permits and/or rights of entry shall be furnished to DISTRICT by CONSULTANT, prior to initiation of work.
8. NOTICES - Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
1995 Market Street  
Riverside, CA 92501

JOHN DOE CORPORATION  
1234 Dream Lane, Suite 500  
Colton, CA 92324  
Attn: Jane Doe

9. REQUIRED INSURANCE

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

**Workers' Compensation:**

If CONSULTANT has employees as defined by the State of California, CONSULTANT shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include

Employer's Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT and, if applicable, to provide a Borrowed Servant/Alternate Employer endorsement.

**Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, completed operations, personal and advertising injury covering claims which may arise from or out of CONSULTANT'S performance of its obligations hereunder. Policy shall name the Riverside County Flood Control and Water Conservation District, the County of Riverside, special districts, their respective directors, officers, Board of Supervisors, elected officials, employees, agents or representatives as additional insureds. Policy's limit of liability shall not be 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.

**Vehicle Liability:**

If CONSULTANT'S vehicles or mobile equipment are used in the performance of the obligations under this Agreement, CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles 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. If CONSULTANT does not own vehicles, CONSULTANT shall maintain coverage for non-owned or hired vehicles in an

amount not less than \$1,000,000 per occurrence combined single limit. Such non-owned or hired coverage may be included on the Commercial General Liability policy. Policy shall name the Riverside County Flood Control and Water Conservation District, the County of Riverside, special districts, their respective directors, officers, Board of Supervisors, elected officials, employees, agents or representatives as additional insureds.

### **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 \$3,000,000 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 a new insurer with a date retroactive to the date of, or prior to, the inception of this Agreement or; 3) demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of three (3) years beyond the termination of this Agreement.

### **General Insurance Provisions – All Lines:**

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by

the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for the specific insurer and only for one policy term.

- b. CONSULTANT'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retentions which are deemed unacceptable to the DISTRICT, at the election of the County's Risk Manager, CONSULTANT'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
- c. CONSULTANT shall cause their insurance carrier(s) to furnish DISTRICT 1) a properly executed original certificate(s) of insurance and original certified copies of endorsements effecting coverage as required herein; or 2) if requested to do so orally or in writing by the County 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 that the insurance carrier(s) shall provide no less than thirty (30) days written notice be given to DISTRICT prior to any material modification or cancellation of such insurance. In the event of a material modification or

cancellation of coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or original certified policies, including all endorsements and attachments thereto, evidencing coverages and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

CONSULTANT shall not commence operations until DISTRICT has been furnished with original certificate(s) of insurance and original certified copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section.

- d. It is understood and agreed by the parties hereto and the CONSULTANT'S insurance company(s), that the certificate(s) of insurance and policies shall so covenant and shall be construed as primary insurance, and the DISTRICT'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability

for the insurance coverage's currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.

- f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- g. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- h. 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.

10. HOLD HARMLESS/INDEMNIFICATION – CONSULTANT shall indemnify and hold harmless DISTRICT (including its Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any liability, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to CONSULTANT'S (including its officers, employees, subcontractors and agents) actual or alleged negligent, reckless or willful misconduct acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; or (c) any other element of any kind or nature whatsoever.

CONSULTANT shall defend, at its sole expense, including all costs and fees (including but not limited to attorney fees, cost of investigation, defense and settlements or awards), DISTRICT (its Board of Supervisors, elected and appointed officials, employees, agents and representatives) in any claim, proceeding or action for which indemnification is required.

With respect to any of CONSULTANT'S indemnification requirements, CONSULTANT shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such claim, proceeding or action without the prior consent of DISTRICT; provided, however, that such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT'S indemnification obligations to DISTRICT.

CONSULTANT'S indemnification obligations shall be satisfied when CONSULTANT has provided to DISTRICT the appropriate form of dismissal (or similar document) relieving DISTRICT from any liability for the claim, proceeding or action involved.

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

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

11. WORK PRODUCT – CONSULTANT shall provide DISTRICT with a minimum of one (1) original hard copy and one (1) electronic copy of all final work products. All power point presentations, training materials, drawings, logs and reports 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 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.

12. TERMINATION - At any time during the term of this Agreement, DISTRICT may:
- a. Terminate this Agreement without cause upon providing CONSULTANT thirty (30) 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, the DISTRICT may proceed with the work in any manner deemed proper to DISTRICT.

In the event DISTRICT issues a Notice of Termination pursuant to paragraph a. or b. above, CONSULTANT shall:

- 1) Stop all work under this Agreement on the date specified in the Notice of Termination; and
- 2) Transfer to DISTRICT and deliver in the manner, and to the extent, if any, as directed by DISTRICT, any equipment, data or reports which, if the Agreement had been completed, would have been required to be furnished to DISTRICT.

In the event DISTRICT terminates this Agreement pursuant to paragraph 1) or 2) above, DISTRICT shall make payment for all services performed in accordance with this

Agreement to the date of termination, a total amount which bears the same ratio to the total maximum fee otherwise payable under this Agreement as the services actually bear to the total services necessary for performance of this Agreement. Notwithstanding any of the other provisions of this Agreement, CONSULTANT 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 17, hereinafter titled 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.

13. ASSIGNMENT - Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of DISTRICT.
14. CONFLICT OF INTEREST – CONSULTANT covenants that it presently has no interest in, including but not limited to, other projects or independent contracts and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement.
15. JURISDICTION/LAW/SEVERABILITY – This Agreement is to be construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the

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

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

16. WAIVER – Any waiver by DISTRICT of any breach of any one or more of the terms of this Agreement shall not be constructed 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.
17. NON-DISCRIMINATION - In the performance of the terms of this Agreement, CONSULTANT shall not engage in nor permit others he may employ to engage in discrimination in the employment of persons because of the race, color, national origin or ancestry, religion, physical handicap, disability as defined by the Americans with Disabilities Act (ADA), medical condition, marital status or sex of such persons, in accordance with the provision of California Labor Code Section 1735.
18. 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 the rates as set forth on Attachment "A".

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

\_\_\_\_\_  
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

By \_\_\_\_\_  
WARREN D. WILLIAMS  
General Manager-Chief Engineer

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

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

APPROVED AS TO FORM:

JOE S. RANK  
County Counsel

ATTEST:

NANCY ROMERO  
Clerk of the Board

By \_\_\_\_\_  
NEAL R. KIPNIS  
Deputy County Counsel

By \_\_\_\_\_  
Deputy

(SEAL)

**JOHN DOE CORPORATION**

By \_\_\_\_\_  
**JOHN DOE**  
President

Consulting Services Agreement  
5/28/2008  
AAM:blj