

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



745

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
November 16, 2010

SUBJECT: Engineering Services Agreement by and between Hunsaker and Associates and the County of Riverside for the "A" Street (Fairway Drive) Re-Design

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the subject agreement, and;
2. Authorize the Chairman of the Board to execute the same, and;
3. Authorize the use of up to \$200,000 of Development Impact Fee Fund 30511 Roads, Bridges, Major Improvements for costs associated with the "A" Street (Fairway Drive) Re-Design for Consultant (Hunsaker and Associates and its sub-consultants) and staff support costs for this project.

Juan C. Perez
Director of Transportation

Departmental Concurrence

(Continued On Attached Pages)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 200,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11
SOURCE OF FUNDS: DIF Funds (100%)				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Jennifer L. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
DATE 11/16/10
BY:
MARSHAL VICTOR

Policy Policy

Consent Consent

Dept's Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.

District: 1

Agenda Number:

3.63

The Honorable Board of Supervisors

RE: Engineering Services Agreement by and between Hunsaker and Associates and the County of Riverside for the "A" Street (Fairway Drive) Re-Design.

November 16, 2010

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4. Direct the Executive Office to transfer up to \$200,000 from Development Impact Fee Fund 30511 Roads, Bridges and Major Improvements to the Transportation Department as needed, pursuant to contract billings and staff support costs.

BACKGROUND: The "A" Street project is a proposed two lane collector road connecting McAllister Parkway to Van Buren Boulevard that is on the County's General Plan. Engineering and environmental work was initiated for this road approximately 3-4 years ago by an approved golf-course residential tentative tract in the unincorporated area, which was required to construct the road referenced to as Fairway Drive in the development approval ("A" Street on the County's General Plan). Design was nearly complete and right-of-way acquisition was about to commence when work ceased on the development project, which went into foreclosure due to the economic downturn. Since that time, the community's desires to see "A" Street move forward has been heightened by the closure of the extension of McAllister north into the City of Riverside. The "A" Street project is approximately 40% within County jurisdiction and 60% City of Riverside jurisdiction.

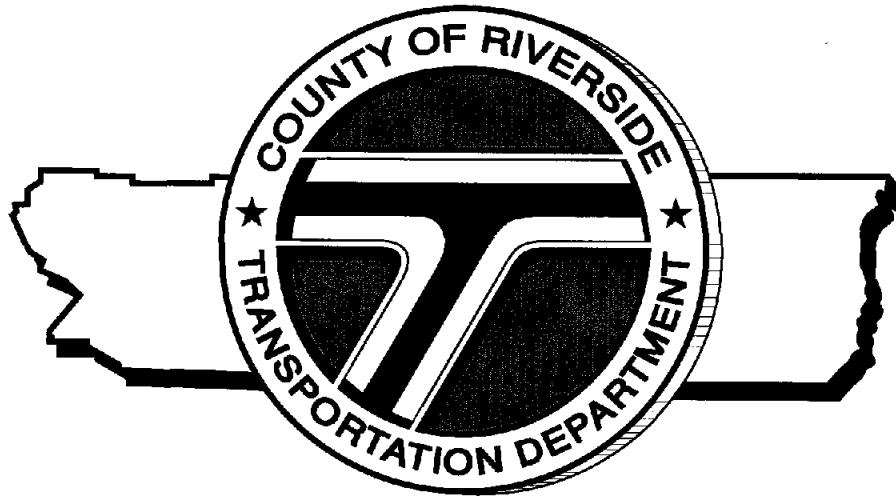
A Scope of Work has been negotiated on this project with Hunsaker and Associates, the engineering firm that did the original road design for the developer, to get this project shelf-ready for right-of-way acquisition and construction. The contract amount is not-to-exceed \$156,033, including some optional tasks that may be required as the project progresses. The Scope of Work includes a review and revision of the original design, including additional geotechnical engineering work, to see what can be done to reduce construction costs via a reduced roadway section and engineered slopes. It also includes necessary construction-level environmental work to obtain permits from the regulatory agencies.

Once a final design has been completed and cost estimates fine-tuned the County Transportation Department and City Public Works staff will work together to identify a funding strategy for the right-of-way and construction phases of this project.

Funding for this work comes from Development Impact Fees collected in this area, since this road will help mitigate impacts of future development.

Contract No. 10-11-010
Riverside Co. Transportation

ENGINEERING SERVICES AGREEMENT



for

Fairway Drive Re-Design

between

COUNTY OF RIVERSIDE • TRANSPORTATION DEPARTMENT

and

HUNSAKER & ASSOCIATES IRVINE, INC.

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ENGINEERING SERVICES AGREEMENT

COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and HUNSAKER & ASSOCIATES IRVINE, INC., hereinafter referred to as "ENGINEER", located at the following addressees:

County of Riverside • Transportation Department	Hunsaker & Associates Irvine, Inc.
4080 Lemon Street, 8 th Floor	2900 Adams Street, Suite A-15
Riverside, CA 92502	Riverside, CA 92504

do hereby agree as follows:

ARTICLE I • DESIGNATED CONTACTS

Coordination of ENGINEER and COUNTY activities shall be accomplished through an ENGINEERING PROJECT MANAGER, and a COUNTY PROJECT MANAGER.

The ENGINEERING PROJECT MANAGER for ENGINEER shall be:

Paul R. Huddleston, Jr., PE, PLS

The COUNTY PROJECT MANAGER for COUNTY shall be:

Neil Nilchian

ARTICLE II • PROJECT DEFINITION

ENGINEER shall furnish all technical and professional services including labor, material, equipment, transportation, supervision, and expertise to fully and adequately perform and complete the covenants set forth in Appendix A, Scope of Services, which is attached hereto and incorporated herein by reference. All services and deliverables associated with the performance and accomplishment of the covenants described in the Scope of Services is hereinafter collectively referred to as the "PROJECT".

ARTICLE III • COOPERATIVE AGENCIES

A. Lead Agency

COUNTY is designated as the lead agency for PROJECT and is working cooperatively with other agencies in the effort to complete PROJECT.

B. Cooperative Agencies

The cooperating agencies are listed below and will hereinafter be collectively referred to as the "AGENCIES".

County of Riverside, City of Riverside, Fish & Game, Army Corps of Engineers, and State Water Quality Control Board.

1 **C. COUNTY/AGENCIES Standards**

2 All deliverables shall be prepared in accordance with the current COUNTY and AGENCIES practices,
3 regulations, policies, procedures, manuals and standards where applicable. All deliverables are subject
4 to review and approval by COUNTY and AGENCIES.

5 **ARTICLE IV • CONDITIONS**

6 **A. Notifications**

7 All notices hereunder and communications regarding interpretation of the terms of this contract and
8 changes thereto shall be effected by the mailing thereof by registered or certified mail, return receipt
9 requested, postage prepaid and addressed to the attention of the ENGINEERING PROJECT MANAGER
10 or the COUNTY PROJECT MANAGER at the respective addresses provided on page one of this
11 contract.

12 **B. Assignment**

13 Without written consent of COUNTY, this agreement is not assignable by ENGINEER either in whole or in
14 part.

15 **C. Subcontracts**

- 16 1. ENGINEER shall perform the services contemplated with resources available within its own organization.
17 No portion of the services pertinent to this contract shall be subcontracted without written authorization by
18 the COUNTY PROJECT MANAGER, except that which is expressly identified in this contract.
- 19 2. In the event ENGINEER subcontracts any portion of ENGINEER's duties under this agreement,
20 ENGINEER shall require its subcontractors to comply with the terms of this contract in the same manner
21 as required of ENGINEER including, but not limited to; indemnification of the COUNTY, requiring the
22 same insurance of Subcontractors as required of ENGINEER, and having Subcontractor's insurance
23 name the COUNTY as Additional Insured for each type of insurance where this Agreement requires
24 ENGINEER's insurance to name COUNTY as Additional Insured.

25 **D. Modifications**

- 26 1. This contract may be amended or modified only by mutual written agreement of the parties. No alteration
27 or variation of the terms of this contract will be valid unless made in writing and signed by the parties
28 hereto and no oral understanding or agreement not incorporated herein, will be binding on any of the
29 parties hereto.

- 1 2. There shall be no change in the ENGINEERING PROJECT MANAGER or key members of the PROJECT
2 team without prior written approval by the COUNTY PROJECT MANAGER.

3 **E. COUNTY Directives**

4 ENGINEER shall receive contract directions and interpretations from the COUNTY PROJECT
5 MANAGER.

6 **F. Liability**

- 7 1. ENGINEER has total responsibility for the accuracy and completeness of all data, plans, specifications
8 and estimates prepared for this PROJECT and shall check all such material accordingly. The data and
9 plans will be reviewed by COUNTY. The responsibility for accuracy and completeness of such items
10 remains solely that of ENGINEER.
- 11 2. The plans, designs, estimates, calculations, reports and other documents furnished in accordance with
12 the Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well
13 organized, technically and grammatically correct, and checked and having the preparer and checker
14 identified. The minimum standard of appearance, organization and contents shall be of similar types
15 produced by COUNTY and AGENCIES.
- 16 3. The page identifying preparers of engineering reports, the title sheet for specifications and each sheet of
17 plans, shall bear the professional seal, certificate number, registration classification, expiration date of the
18 certificate, and signature of the professional engineer(s) responsible for their preparation.
- 19 4. COUNTY and ENGINEER agree that plans, drawings or other work products prepared by ENGINEER are
20 for the exclusive use of COUNTY and will be used by COUNTY for the project for which they were
21 specifically designed. ENGINEER shall not be responsible for use of such plans, drawings or other work
22 products if used on a different project without the written authorization or approval by ENGINEER.
- 23 5. ENGINEER acknowledges that the plans, drawings and/or other work products may be used by COUNTY
24 for the PROJECT regardless of any disputes that may develop between ENGINEER and COUNTY.
- 25 6. ENGINEER, and the agents and employees of ENGINEER, in the performance of this agreement, shall
26 act in an independent capacity and not as officers, employees or agents of COUNTY.

27 **G. Indemnification**

- 28 1. The ENGINEER agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies,
29 Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors,

1 elected and appointed officials, employees, agents and representatives (hereinafter individually and
2 collectively referred to as "Indemnities") from all liability, including, but not limited to loss, suits, claims,
3 demands, actions, or proceedings to the extent caused by any alleged or actual negligence,
4 recklessness, willful misconduct, error or omission of ENGINEER, its directors, officers, partners,
5 employees, agents or representatives or any person or organization for whom ENGINEER is responsible,
6 arising out of or from the performance of services under this Agreement.

- 7 2. As respects each and every indemnification herein ENGINEER shall defend and pay, at its sole expense,
8 all costs and fees including but not limited to attorney fees, cost of investigation, and defense and
9 settlements or awards against the Indemnities.
- 10 3. With respect to any action or claim subject to indemnification herein by ENGINEER, ENGINEER shall, at
11 their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle,
12 or compromise any such action or claim without the prior consent of COUNTY; provided, however, that
13 any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes
14 ENGINEER'S indemnification to Indemnities as set forth herein.
- 15 4. ENGINEER'S obligation hereunder shall be satisfied when ENGINEER has provided to Indemnities the
16 appropriate form of dismissal relieving Indemnities from any liability for the action or claim involved.
- 17 5. The specified insurance limits required in this Agreement shall in no way limit or circumscribe
18 ENGINEER'S obligations to indemnify and hold harmless Indemnities from third party claims.
- 19 6. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall
20 be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the ENGINEER from
21 indemnifying the COUNTY to the fullest extent allowed by law.

22 **H. Quality Control**

23 ENGINEER shall implement and maintain the following quality control procedures during the preparation
24 of the plans and documents relating to PROJECT. ENGINEER shall have a quality control plan in effect
25 during the entire time services are being performed under the contract. The plan shall establish a
26 process whereby calculations are independently checked, plans checked, corrected and back-checked,
27 and all job related correspondence and memoranda routed and received by affected persons and then
28 bound in appropriate job files. Where several drawings show different work in the same area, means
29 shall be provided to avoid conflicts and misalignment in both new and existing improvements. Evidence

1 that the quality control plan is functional may be requested by the COUNTY PROJECT MANAGER. All
2 plans, calculations documents and other items submitted to the COUNTY PROJECT MANAGER for
3 review shall be marked clearly as being fully checked and that the preparation of the material followed the
4 quality control plan established for the work.

5 **I. Value Engineering**

- 6 1. Elements of PROJECT may be considered for Value Engineering Studies. To this end, the COUNTY
7 PROJECT MANAGER may direct the ENGINEER to examine the various elements of the design
8 segment and submit an informal written statement or memorandum addressing those elements where it
9 appears significant savings and other advantages can be realized. The statement shall be sufficiently
10 informative to enable COUNTY to determine whether to direct a detailed Value Engineering Study or
11 possibly direct immediate design changes where the value of the change is apparent without the need of
12 detailed study and analysis.
- 13 2. ENGINEER or its subcontractors shall not incorporate in the design materials or equipment of single or
14 sole source origin without written approval of COUNTY. Proprietary names of material or equipment shall
15 not be used in the plans and specifications.

16 **J. Extra Work**

- 17 1. ENGINEER shall not perform Extra Work until receiving written authorization from the COUNTY
18 PROJECT MANAGER.
- 19 2. In the event that COUNTY directs ENGINEER to provide services constituting Extra Work, COUNTY shall
20 provide extra compensation to the ENGINEER. Allowable compensation for approved extra work will be
21 based on the provisions of Appendix C, Budget, which is attached hereto and incorporated herein by
22 reference.
- 23 3. A supplemental Agreement providing for such compensation for Extra Work shall be issued by COUNTY
24 to ENGINEER. Such Supplemental Agreement shall be executed by ENGINEER and be approved by
25 COUNTY.

26 **K. Disputes**

- 27 1. In the event ENGINEER considers any work demanded of him to be outside the requirements of the
28 contract, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall promptly
29 upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon

1 he shall proceed without delay to perform the work or to conform to the order, instruction, or decision; but
2 unless ENGINEER finds such order, instruction, or decision satisfactory, he shall within 20 days after
3 receipt of same, file a written protest with COUNTY stating clearly and in detail his objections and reasons
4 therefore. Except for such protests or objections as are made of record in the manner specified and
5 within the time stated herein, and except for such instances where the basis of a protest could not
6 reasonably have been foreseen by ENGINEER within the time limit specified for protest, ENGINEER
7 hereby waives all grounds for protests or objections to the orders, instruction, or decisions of COUNTY
8 and hereby agrees that, as to all matters not included in such protests, the orders, instructions and
9 decisions of COUNTY will be limited to matters properly falling within COUNTY's authority.

- 10 2. Any controversy or claim arising out of or relating to this contract which cannot be resolved by mutual
11 agreement may be settled by arbitration in accordance with the rules of the American Arbitration
12 Association, provided that the parties mutually agree to submit to arbitration.
- 13 3. Neither the pendency of a dispute nor its consideration by arbitration will excuse ENGINEER from full and
14 timely performance in accordance with the terms of the contract.

15 **L. Termination Without Cause**

- 16 1. COUNTY reserves the right to terminate this contract at COUNTY's discretion and without cause, upon
17 thirty (30) calendar days written notice to ENGINEER.
- 18 2. In the event of termination of the Agreement, upon demand, ENGINEER shall deliver to COUNTY all field
19 notes, surveys, studies, reports, plans, drawings, specifications, and all other materials and documents
20 prepared by or provided to ENGINEER in the performance of this Agreement. All such documents and
21 materials shall be property of COUNTY.
- 22 3. In the event that the contract is terminated, ENGINEER is entitled to full payment for all services
23 performed up to the time written notice of contract cancellation is received by ENGINEER. Payment shall
24 be made for services performed to date based upon the percentage ratio that the basic services
25 performed bear to the services contracted for, less payments made to date; plus any amount for
26 authorized, but unpaid, extra work performed and costs incurred.

27 **M. Termination for Lack of Performance**

28 COUNTY may terminate this agreement and be relieved of the payment of any consideration to
29 ENGINEER should ENGINEER fail to perform the covenants herein contained at the time and in the

1 manner herein provided. In the event of such termination, COUNTY may proceed with the work in any
2 manner deemed proper by COUNTY. In such event, ENGINEER shall be paid only for work completed
3 and delivered to COUNTY in a timely and successful manner.

4 **N. Insurance**

5 Without limiting or diminishing the ENGINEER's obligation to indemnify or hold the COUNTY harmless,
6 ENGINEER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following
7 insurance coverages during the term of this Agreement, or for a term otherwise specified herein.

8 1. Workers' Compensation:

9 Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California.
10 Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less
11 than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the
12 County of Riverside; and to provide a Borrowed Servant/Alternate Employer Endorsement.

13 2. Commercial General Liability:

14 Commercial General Liability insurance coverage, including but not limited to, premises liability,
15 contractual liability, completed operations, personal and advertising injury covering claims which may
16 arise from or out of ENGINEER's performance of its obligations hereunder. Policy shall name, by
17 endorsement all Agencies, Special Districts and Departments of the County of Riverside, their respective
18 Directors, Officers, Board of Supervisors, employees, agents, elected and appointed officials as
19 Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined
20 single limit. If such insurance contains a general aggregate limit, it shall apply separately to this
21 agreement or be no less than two (2) times the occurrence limit.

22 3. Vehicle Liability:

23 ENGINEER shall maintain Liability Insurance for all owned, non-owned or hired vehicles in an amount not
24 less than \$1,000,000 per occurrence combined single limit. If ENGINEER's vehicles or mobile equipment
25 are not to be used in the performance of the obligations under this Agreement, ENGINEER shall maintain
26 coverage for non-owned or hired vehicles in an amount not less than \$1,000,000 per occurrence
27 combined single limit. Such non-owned or hired vehicle coverage may be included as a part of the
28 Commercial General Liability policy. If such insurance contains a general aggregate limit, it shall apply
29 separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name by

1 endorsement, all Agencies, Special Districts and Departments of the County of Riverside, their respective
2 Directors, Officers, Board of Supervisors, employees, agents, elected and appointed officials as
3 Additional Insureds.

4 4. Professional Liability:

5 ENGINEER shall maintain Professional Liability Insurance providing coverage for performance of work
6 included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and
7 \$2,000,000 annual aggregate. If ENGINEER's Professional Liability Insurance is written on a claims-
8 made basis rather than an occurrence basis, such insurance shall continue through the term of this
9 Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made
10 insurance policy ENGINEER shall purchase at his sole expense either 1) an Extended Reporting
11 Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a
12 retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate
13 through Certificates of Insurance that ENGINEER has maintained continuous coverage with the same or
14 original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years
15 beyond the termination of this Agreement.

16 5 General Insurance Provisions - All lines:

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

22 b. The ENGINEER's insurance carrier(s) must declare its self-insured retentions. If such self-insured
23 retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the
24 County Risk Manager before the commencement of operations under this Agreement. Upon
25 notification of self insured retentions which are deemed unacceptable to the COUNTY, at the election
26 of the County's Risk Manager, ENGINEER's carriers shall either; 1) reduce or eliminate such self-
27 insured retentions as respect to this Agreement with the COUNTY, or 2) procure a bond which
28 guarantees payment of losses and related investigations, claims administration, defense costs and
29 expenses.

- 1 c. The ENGINEER shall cause their insurance carrier(s) to furnish the COUNTY with 1) a properly
2 executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting
3 coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk
4 Manager, provide original Certified copies of policies including all Endorsements and all attachments
5 thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of
6 insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30)
7 days written notice or ten (10) days in the event of cancellation for nonpayment of premium be given
8 to the COUNTY prior to any cancellation of such insurance. In the event of a material modification or
9 cancellation of coverage, this Agreement shall terminate forthwith, unless the COUNTY receives,
10 prior to such effective date, another properly executed original Certificate of Insurance and original
11 copies of endorsements or certified original policies, including all endorsements and attachments
12 thereto evidencing coverages and the insurance required herein is in full force and effect.
13 Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original
14 endorsements for each policy and the Certificate of Insurance. *ENGINEER shall not commence*
15 *operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified*
16 *original copies of endorsements or policies of insurance including all endorsements and any and all*
17 *other attachments as required in this Section.*
- 18 d. It is understood and agreed by the parties hereto and the ENGINEER's insurance company(s), that
19 the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary
20 insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-
21 insured programs shall not be construed as contributory.
- 22 e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope
23 of services or performance of work the Risk Manager of the County of Riverside reserves the right to
24 adjust the types of insurance required under this Agreement and the monetary limits of liability for the
25 insurance coverages required herein, if; in the County Risk Manager's reasonable judgment, the
26 amount or type of insurance carried by the ENGINEER has become inadequate.
- 27 f. ENGINEER shall pass down the insurance obligations contained herein to all tiers of subcontractors
28 working under this Agreement.

29 **O. Conflict of Interest**

1 ENGINEER warrants, by execution of this contract, that no person or selling agency has been employed
2 or retained to solicit or secure this contract upon an agreement or understanding for a commission,
3 percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established
4 commercial or selling agencies maintained by ENGINEER for the purpose of securing business. For
5 breach or violation of this warranty, COUNTY has the right to annul this contract without liability, pay only
6 for the value of the work actually performed, or in its discretion to deduct from the contract price or
7 consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or
8 contingent fee. ENGINEER may be requested to complete a Conflict of Interest Statement prior to,
9 during, or after execution of this contract. ENGINEER understands that as a condition of this contract
10 ENGINEER agrees to complete the Conflict of Interest Statement when requested to do so by COUNTY.

11 **P. Legal Compliance**

12 ENGINEER shall comply with all Federal, State and local laws, statutes, ordinances, rules and
13 regulations, and the orders and decrees of any courts or administrative bodies or tribunals currently in
14 effect and in any manner affecting the performance of this Agreement, including, without limitation,
15 workers' compensation laws and licensing and regulations.

16 **Q. Nondiscrimination**

- 17 1. During the performance of this agreement, ENGINEER and its Subcontractors shall not unlawfully
18 discriminate against any employee or applicant for employment because of race, religion, color, national
19 origin, ancestry, physical handicap, medical condition, marital status, age or sex. ENGINEER and
20 Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government
21 Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California
22 Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment
23 and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of
24 Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference
25 and made a part hereof as if set forth in full. ENGINEER and its Subcontractors shall give written notice
26 of their obligations under this clause to labor organizations with which they have a collective bargaining or
27 other agreement.
- 28 2. ENGINEER will provide all information and reports required by the Regulations, or orders and instructions
29 issued pursuant thereto, and will permit access to its books, records, accounts, other sources of

1 information, and its facilities as may be determined by COUNTY or AGENCIES to be pertinent to
2 ascertain compliance with such Regulations, orders and instructions. Where any information required of
3 ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information,
4 ENGINEER shall so certify to COUNTY or the Federal Highway Administration as appropriate and shall
5 set forth what efforts he has made to obtain the information.

6 3. In the event of ENGINEER's noncompliance with the nondiscrimination provisions of this contract,
7 COUNTY shall impose such contract sanctions as it determines to be appropriate, including, but not
8 limited to:

- 9 • Withholding of payments to ENGINEER under the contract until ENGINEER complies;
- 10 • Cancellation, termination, or suspension of the contract in whole or in part.

11 4. ENGINEER shall include the nondiscrimination and compliance provisions of this clause in all
12 subcontracts to perform work under this contract.

13 5. ENGINEER shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR
14 21 through Appendix H and 23 CFR 710.405(b) is applicable to this contract by reference.

15 **R. Labor Code and Prevailing Wages**

16 1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.

17 2. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with
18 Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here
19 set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination,
20 penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's
21 compensation insurance and directly effect the method of prosecution of the work by ENGINEER and
22 subject it under certain conditions to penalties and forfeitures. Execution of the Agreement by the parties
23 constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are
24 required to stipulate as to by the provisions of said Chapter 1, constitutes ENGINEER's certification that
25 he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes
26 ENGINEER's certification as follows: "I am aware of the provisions of Section 3700 of the California Labor
27 Code which require every employer to be insured against liability for worker's compensation or to
28 undertake self-insurance in accordance with the provisions of that Code, and I will comply with such
29 provisions before commencing the performance of the work of this contract."

- 1 3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem
2 wages applicable to the work, and for holiday and overtime work, including employer payments for health
3 and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have
4 been determined by the Director of the California Department of Industrial Relations. These wages are
5 available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>.
- 6 4. Should a portion of the project contain Federal funding, Federal minimum wages shall be used. The
7 Federal minimum wage rates for this project as determined by the United States Secretary of Labor are
8 available from the U.S Department of Labor, Employment Standards Administration, Wage and Hour
9 Division's Internet website at <http://www.access.gpo.gov/davisbacon>. If there is a difference between the
10 minimum wage rates determined by the Secretary of Labor and the general prevailing wage rates
11 determined by the Director of the California Department of Industrial Relations for similar classifications of
12 labor, the ENGINEER and subcontractors shall pay not less than the higher wage rate. The Department
13 will not accept lower State wage rates determinations. This includes "helper" (or other classifications
14 based on hours of experience) or any other classification not appearing in the Federal wage
15 determinations. Where Federal wage determinations do not contain the State wage rate determination
16 otherwise available for use by the ENGINEER and subcontractors, the ENGINEER and subcontractors
17 shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the
18 employees in question.

19 **S. Review and Inspection**

20 ENGINEER and any Subcontractors shall permit COUNTY and/or AGENCIES to review and inspect
21 PROJECT activities including review and inspection on a daily basis.

22 **T. Record Retention / Audits**

- 23 1. ENGINEER, Subcontractors, and COUNTY shall maintain all books, documents, papers, accounting
24 records, and other evidence pertaining to the performance of the contract, but not limited to, the costs of
25 administering the contract. All parties shall make such materials available at their respective offices at all
26 reasonable times during the contract period and for three years from the date of final payment under the
27 contract.
- 28 2. COUNTY, Caltrans, the State Auditor General, FHWA or any duly authorized representative of the
29 Federal Government shall have access to any books, records, and documents of ENGINEER that are

1 pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be
2 furnished if requested. (Government Code Section 105320)

3 **U. Ownership of Data**

4 Ownership and title to all reports, documents, plans, specifications, and estimates produced as part of
5 this contract will automatically be vested in COUNTY and no further agreement will be necessary to
6 transfer ownership to COUNTY.

7 **V. Confidentiality of Data**

- 8 1. All financial, statistical, personal, technical or other data and information which is designated confidential
9 by COUNTY or AGENCIES, and made available to ENGINEER in order to carry out this contract, shall be
10 protected by ENGINEER from unauthorized use and disclosure.
- 11 2. Permission to disclose information on one occasion for a public hearing held by COUNTY or AGENCIES
12 relating to the contract shall not authorize ENGINEER to further disclose such information or disseminate
13 the same on any other occasion.
- 14 3. ENGINEER shall not comment publicly to the press or any other media regarding the contract, COUNTY
15 or the AGENCIES actions on the same, except to COUNTY or AGENCIES staff, ENGINEER's own
16 personnel involved in the performance of this contract, or at public hearings, or in response to questions
17 from a Legislative committee.
- 18 4. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and
19 nondisclosure of the same.
- 20 5. ENGINEER shall not issue any news release or public relations item of any nature whatsoever regarding
21 work performed or to be performed under this contract without prior review of the contents thereof by
22 COUNTY and receipt of COUNTY's written permission.

23 **W. Funding Requirements**

- 24 1. It is mutually understood between the parties that this contract may have been written before ascertaining
25 the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties
26 in order to avoid program and fiscal delays that would occur if the agreement were executed after that
27 determination was made.
- 28 2. This agreement is valid and enforceable only if sufficient funds are made available to COUNTY for the
29 purpose of this PROJECT. In addition, this agreement is subjected to any additional restrictions,

1 limitations, conditions or any statute enacted by Congress, State Legislature or COUNTY that may affect
2 the provisions, terms or funding of this contract in any manner.

- 3 3. It is mutually agreed that if sufficient funds for the program are not appropriated, this contract will be
4 amended to reflect any reduction in funds.

5 **ARTICLE V • PERFORMANCE**

6 **A. Performance Period**

- 7 1. This Contract shall begin upon notification to proceed by the COUNTY PROJECT MANAGER.
8 2. ENGINEER is advised that any recommendation for contract award is not binding on COUNTY until the
9 proposed contract is approved by all AGENCIES, and the contract is fully executed and approved by
10 COUNTY.
11 3. ENGINEER shall perform PROJECT services in accordance with the provisions set forth in Appendix B,
12 Schedule of Services, which is attached hereto and incorporated herein by reference.
13 4. Where ENGINEER is required to prepare and submit studies, reports, plans, etc., to COUNTY, these
14 shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to direct revisions,
15 prior to final submission.
16 5. When COUNTY determines that ENGINEER has satisfactorily completed the PROJECT services,
17 COUNTY shall give ENGINEER a written Notice of Final Acceptance. ENGINEER shall not incur any
18 further costs hereunder unless so specified in the Notice of Final Acceptance. ENGINEER may request a
19 Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants
20 as stipulated in this Contract.
21 6. Time is of the essence in this agreement.

22 **B. Time Extensions**

- 23 1. Any delay in providing PROJECT services required by this contract occasioned by causes beyond the
24 control and not due to the fault or negligence of ENGINEER, shall be the reason for granting an extension
25 of time for the completion of the aforesaid work. When such delay occurs, ENGINEER shall promptly
26 notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain
27 the facts and the extent of the delay and grant an extension of time for the completion of the work when,
28 in COUNTY's judgement, their findings of fact justify such an extension of time.
29 2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not

intended to deny ENGINEER its civil legal remedies in the event of a dispute.

C. Reporting Progress

1. As part of the monthly invoice ENGINEER shall submit a progress report in accordance with COUNTY Engineering Services Progress Reporting Guidelines. Progress Reports shall indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by ENGINEER shall be a condition precedent to receipt of payment from COUNTY for each monthly invoice submitted.
2. To ensure understanding and performance of the contract objectives, meetings between COUNTY, AGENCIES, and ENGINEER shall be held as often as deemed necessary. All work objectives, ENGINEER's work schedule, the terms of the contract and any other related issues will be discussed and/or resolved. ENGINEER shall keep minutes of meetings and distribute copies of minutes as appropriate.

D. Evaluation of ENGINEER

ENGINEER's performance will be evaluated by COUNTY for future reference.

ARTICLE VI • COMPENSATION

A. Work Authorization

ENGINEER shall not commence performance of any work or project services until so directed by the County Project Manager. No payment will be made prior to approval of this contract.

B. Basis of Compensation

1. PROJECT services as provided under this agreement as described in the Scope of Services, shall be compensated for as defined in Appendix C, Budget, which is attached hereto and incorporated herein by reference. The total amount of the Contract is not to exceed \$156,033.00 and reimbursement is to be made at actual cost for the following contractors, as defined in Appendix D (Pages D-1 thru D-28), Detailed Cost Proposals, which are attached hereto and incorporated herein by reference.

• Hunsaker & Associates Irvine, Inc.	\$48,450.00
• Leighton and Associates, Inc.	\$26,900.00
• PCR Services Corporation - Tasks 1 thru 7 & ODC (Page D-24)	\$21,260.00
• PCR Services Corporation – Optional Tasks A thru I (Page D-25) – Requires County approval of each task.	\$34,423.00

- 1 • Contingency \$25,000.00

2 If a contingency budget is provided, COUNTY shall hold such contingency in reserve for unforeseen Extra
3 Work that may arise during the performance of this agreement. Contingency budget shall only be used at
4 the discretion of the COUNTY PROJECT MANAGER, and with prior written authorization by the COUNTY
5 PROJECT MANAGER.

6 No additional compensation for Extra Work will be paid except upon the issuance of an Extra Work Order
7 by COUNTY.

8 2. Prior authorization in writing by the COUNTY PROJECT MANAGER will be required before ENGINEER
9 enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies, equipment or
10 consultant services. ENGINEER shall provide an evaluation of the necessity or desirability of incurring
11 such costs.

12 3. For purchase of any item, service or consulting work not covered in ENGINEER's proposal and
13 exceeding \$500, with prior authorization by the COUNTY PROJECT MANAGER, three competitive
14 quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.

15 4. Any equipment purchased as a result of this contract is subjected to the following: ENGINEER shall
16 maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a
17 useful life of at least two years and an acquisition cost of \$500 or more. If the purchased equipment
18 needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit. At the
19 conclusion of the contract or if the contract is terminated, ENGINEER may either keep the equipment and
20 credit COUNTY in an amount equal to its fair market value or sell such equipment at the best price
21 obtainable at a public or private sale in accordance with established COUNTY procedures and credit
22 COUNTY in an amount equal to the sales price. If ENGINEER elects to keep the equipment, fair market
23 value shall be determined, at ENGINEER's expense, on the basis of a competent independent appraisal
24 of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by COUNTY, and
25 ENGINEER. If it is determined to sell the equipment, the terms and conditions of such sale must be
26 approved in advance by COUNTY and AGENCIES.

27 5. The consideration to be paid ENGINEER, as provided herein, shall be in compensation for all of
28 ENGINEER's expenses incurred in the performance hereof, including travel and per diem, unless
29 otherwise expressly so provided.

1 6. ENGINEER agrees that the Contract Cost Principles and Procedures, CFR 48, Federal Acquisition
2 Regulations Systems, Chapter 1, Part 31, shall be used to determine the allowability of individual items of
3 cost.

4 7. ENGINEER also agrees to comply with Federal procedures in accordance with Office of Management
5 and Budget Circular A-102, Uniform Administrative Requirements for Grants-in-Aid to State and Local
6 Governments.

7 8. In the event of errors or omissions in the plans for PROJECT, ENGINEER shall perform the necessary
8 engineering services required to correct such errors and omissions without additional charge to COUNTY.

9 **C. Progress Payments**

10 1. ENGINEER shall submit monthly invoices for PROJECT Services in accordance with Appendix C,
11 Budget, and in accordance with COUNTY Engineering Services Invoicing Procedures.

12 2. ENGINEER shall submit an invoice each month for PROJECT services performed during the preceding
13 month. Invoices shall be submitted to the COUNTY PROJECT MANAGER and shall be included with a
14 Progress Report covering the same period as the submitted invoice.

15 3. Progress payments will be based on PROJECT services provided and actual costs incurred. Payments
16 made prior to the completion of each phase will not exceed the amount allowed in ENGINEER's cost
17 proposal for the completion of that phase and prior phases, unless approved in writing by the COUNTY
18 PROJECT MANAGER.

19 4. Progress payments will be made as promptly as fiscal procedures will permit upon receipt by the
20 COUNTY PROJECT MANAGER of itemized invoices.

21 5. COUNTY will withhold the last 10 percent of the budget for preparation of PS&E documents. The 10
22 percent retainage is to be held after 90% of the PS&E phase has been billed and is not to be deducted
23 from each invoice. The amount retained will be paid to ENGINEER after COUNTY has approved
24 ENGINEER's plans, specifications and estimate.

25 **ARTICLE VII • GIS Information**

26 A. "GIS Information" shall include GIS digital files (including the information or data contained therein) and any
27 other information, data, or documentation from County GIS (regardless of medium or format) that is provided
28 pursuant to this agreement.

29 B. ENGINEER acknowledges that the unauthorized use, transfer, assignment, sublicensing, or disclosure of the

1 GIS information, documentation, or copies thereof will substantially diminish their value to COUNTY.
2 ENGINEER acknowledges and agrees that COUNTY GIS information is a valuable proprietary product,
3 embodying substantial creative efforts, trade secrets, and confidential information and ideas. COUNTY GIS
4 information is and shall remain the sole property of COUNTY; and there is no intention of COUNTY to transfer
5 ownership of COUNTY GIS information.

6 C. COUNTY GIS information is made available to ENGINEER solely for use in the normal course of
7 ENGINEER's business to produce reports, analysis, maps and other deliverables only for this PROJECT and
8 as described within the Scope of Services.

9 D. ENGINEER agrees to indemnify and hold harmless COUNTY, its officers, employees and agents from any
10 and all liabilities, claims, actions, losses or damages relating to or arising from ENGINEER's use of COUNTY
11 GIS information.

12 E. GIS information cannot be used for all purposes; and GIS information may not be complete for all purposes.
13 Additional investigation or research by ENGINEER into other sources will be required. GIS information is
14 intended only as an information base and is not intended to replace any legal records. COUNTY has used
15 and will continue to use its best efforts to correctly input into COUNTY GIS the information contained in
16 various legal and other records; but COUNTY accepts no responsibility for any conflict with actual legal
17 records or for information not transferred from legal records to COUNTY GIS. COUNTY has attempted to
18 update GIS information as often as is practically feasible. However, ENGINEER should be aware that GIS
19 information may not be current and changes or additions to the information contained in COUNTY GIS may
20 not yet be reflected in COUNTY GIS.

21 F. COUNTY accepts no responsibility for the use of GIS information; and COUNTY provides no warranty for the
22 use of COUNTY GIS or COUNTY GIS information by ENGINEER. THE WARRANTIES SPECIFICALLY SET
23 FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED,
24 INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE;
25 AND SUCH OTHER WARRANTIES ARE HEREBY EXCLUDED.

26 G. Final plans, drawings or PROJECT work products will be provided in an electronic format suitable for
27 inclusion within the COUNTY GIS or CADD Systems by ENGINEER and will contain the appropriate meta
28 data and will be geographically registered using a appropriate coordinate system such as the California State
29 Plane Coordinate System NAD 83.

ARTICLE VIII • APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

[Signature] Dated: 11/14/10

JUAN C. PEREZ
Director of Transportation

APPROVED AS TO FORM:
PAMELA J. WALLS, COUNTY COUNSEL

[Signature] Dated: 11/16/10
By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

PRINTED NAME
Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

KECIA HARPER-IHEM
Clerk of the Board (SEAL)

Engineering Services Agreement

ENGINEER Approvals

ENGINEER:

[Signature] Dated: 11/2/10
PRINTED NAME PAUL R. HODDLESTON JR.

TITLE PRINCIPAL

ENGINEER:

_____ Dated: _____

PRINTED NAME

TITLE

ARTICLE AII • SERVICES TO BE PROVIDED

1. Cost Estimate - Prepare cost estimate to determine preliminary costs for budgeting purposes.
2. Street Plans – Review design standards with County staff. Revise street plans to reflect 32' pavement along with A.C. berms in lieu of curb and gutter.
3. Right of Way – Process previously prepared right of way documents through County staff. It is assumed that no revisions, other than plan check comments, are anticipated.
4. SWPPP – Prepare SWPPP to conform to the latest standards adopted by the State in July 2010.
5. WQMP – Prepare Water Quality Management Plan to conform to latest State standards.
6. MWD – Process plans through to approval with MWD.
7. Signal Plans – Finalize and process previously prepared signal plans through the City of Riverside.
8. Geotechnical Investigation – Provide a geotechnical investigation and review of 40-scale grading plans. The purpose of the investigation is to provide geotechnical information for project planning, budgeting, submittal, contractor bidding, and for construction document preparation to determine extent of slopes, etc.
9. Environmental Permits – Prepare regulatory permit applications and necessary authorizations from the Army Corps of Engineers, Regional Water Quality Board, and California Department of Fish and Game for Fairway Drive road extension between McAllister Parkway and Van Buren Boulevard.
10. Prepare Conceptual Habitat Mitigation Monitoring Plan.
11. Conduct Surveys for Least Bell's Vireo (LBV) and Prepare Letter Report – Consists of eight (8) surveys between April 10 and July 31 with a 10-day interval between surveys.
12. Conduct Surveys for Southwestern Willow Flycatcher and Prepare Letter Report – Consists of five (5) surveys between May 15 and July 17. The five (5) surveys can be conducted concurrently with the LBV surveys for a cost savings. Therefore, the cost associated with this task is only for preparation of the letter report.
13. Conduct Phase I and II Burrowing Owl Habitat Assessment and Burrow Survey.
14. Conduct Phase III Focused Burrowing Owl Surveys – Consists of four (4) focused surveys. One (1) of the four (4) focused surveys can be conducted concurrently with the Phase I and II Burrowing Owl Habitat Assessment and Burrow Survey for a cost savings.
15. Prepare Burrowing Owl Letter Report.

- 1 16. Conduct Sensitive Plant Surveys and Prepare Letter Report – Consists of two (2) separate plant
2 surveys to ensure coverage of plants in respective blooming periods.
- 3 17. Prepare Final Habitat Mitigation Monitoring Plan (HMMP) – A cost estimate for a conceptual HMMP is
4 provided above. This task covers the preparation of the final HMMP which includes revisions to the
5 conceptual HMMP and suggested changes as warranted by the regulatory agencies.
- 6 18. Prepare Western Riverside County Multiple Species Habitat Conservation Plan / Determination of
7 Biological equivalent or Superior Preservation (MSHCP/DBESP) Compliance document – The
8 September 8, 2010 proposal indicated in Task 6 that PCR would coordinate with the U.S. Fish and
9 Wildlife Service (USFWS) and the California Department of Fish and Game (CDFG) to determine if
10 the previously prepared MSHCP/DBESP compliance document would satisfy the Fairway Road
11 project. It further indicated that the cost did not include preparation of a new MSHCP/DBESP
12 compliance document for the Fairway Drive project if the USFWS and CDFG required an updated
13 document. This cost covers the preparation of an updated MSHCP/DBESP compliance document.

APPENDIX B • ARTICLE BI • INTRODUCTION

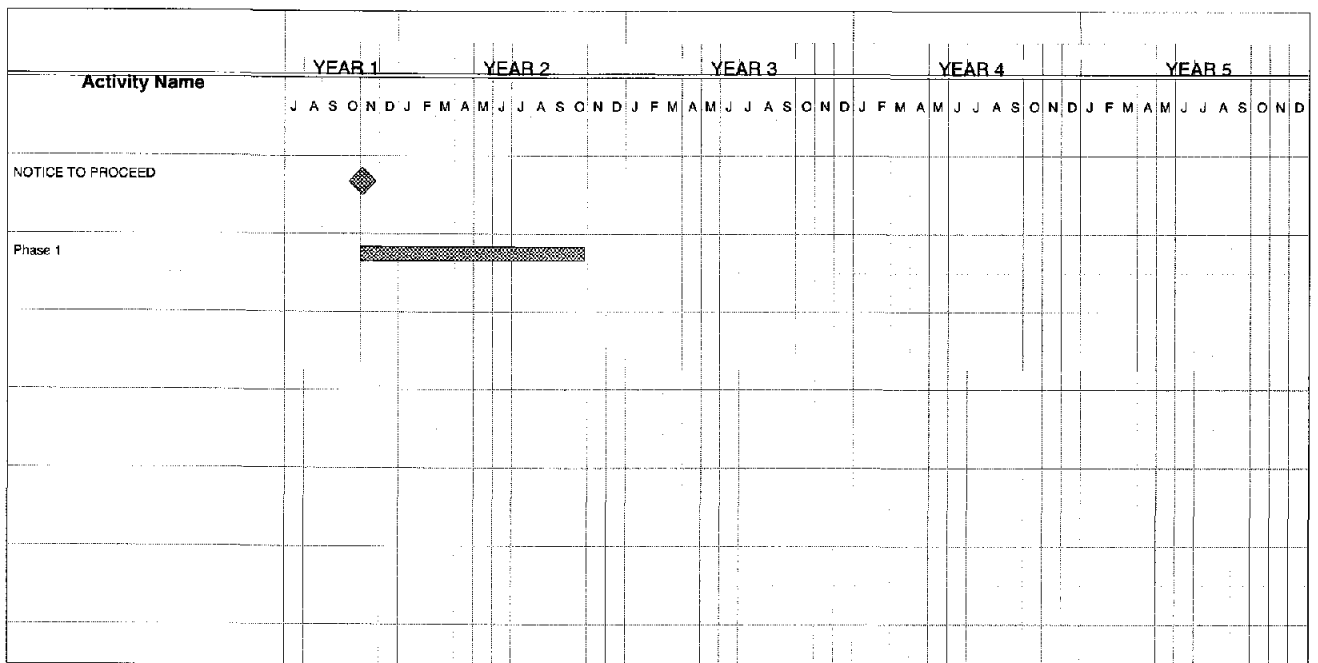
The Engineer shall perform the covenants set forth in Appendix A, Scope of Services in accordance with the performance requirements of Article V of this agreement and with the following Schedule of Services. All Covenants set forth in this agreement shall be completed within one year of receipt of the Notice to Proceed, unless extended by supplemental agreement.

A. PHASES

The Schedule is divided into the following one phase.

B. GANTT CHART

A gantt chart is provided below that graphically illustrates the sequencing and completion time for the project phase.



C. DELIVERABLES

One set of mylar originals, including applicable geotechnical and environmental reports and permitting.

Satisfactory performance and completion of the Services under this Agreement shall be compensated based upon actual costs. COUNTY will reimburse ENGINEER for actual costs (including labor costs, overhead, and other direct costs) incurred by ENGINEER in performance of the work, exclusive of any fixed fee. A prorata portion of ENGINEER's fixed fee shall be included in the progress payments. Actual costs shall not exceed the estimated costs without prior written agreement between COUNTY and ENGINEER.

APPENDIX C • ARTICLE CI • ELEMENTS OF COMPENSATION

Compensation for the Services will be comprised of the following elements: DIRECT LABOR COSTS, FEES, OTHER DIRECT COSTS and OUTSIDE SERVICES.

A. DIRECT LABOR COSTS

Direct Labor costs shall be paid in an amount equal to the Direct Salary Costs plus the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1. Direct Salary Costs

Direct Salary Costs are the base salaries and wages actually paid to the ENGINEER's personnel directly engaged in performance of the Services under the Agreement. Salary rates for specific employees shall be provided on the Fee Proposal Worksheets included in ARTICLE CV • COST PROPOSAL. All Salary rates shall be in effect for three years following the effective date of the Agreement. Thereafter, ENGINEER may request adjustments to individual rates on an annual basis. ENGINEER shall notify COUNTY in writing requesting a change in the rates included herein. All adjustments to rates shall be subject to approval by the County Director of Transportation, or his designee.

2. Multiplier

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is the sum of the following components:

PAYROLL ADDITIVES N/A

The decimal ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

OVERHEAD COSTS N/A

The decimal ratio of allowable Overhead Costs to ENGINEER firm's total direct salary costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

TOTAL MULTIPLIER..... N/A
(sum of Payroll Additives and Overhead Costs)

B. FIXED FEE

1. The Total Fixed Fee payable to the ENGINEER is \$156,033.00 (Includes Prime Consultant, Subconsultants, and a \$25,000.00 contingency budget), as defined in Appendix D, Detailed Cost Proposals, which are attached hereto and incorporated herein by reference.

C. OTHER DIRECT EXPENSES

Additional Direct Costs, directly identifiable to the performance of the services of this Agreement, shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

Item	Rate	Unit
N/A		

Travel by air and travel in excess of 100 miles from ENGINEER's office nearest to COUNTY's office must have COUNTY's prior written approval to be reimbursed under this Agreement.

D. OUTSIDE SERVICES

Outside services shall be paid in accordance with the cost proposals submitted by each Subconsultant. Billings for Outside Services shall be submitted along with the Prime Consultant's monthly Progress Report/Billing submittals and shall be in conformance with the COUNTY Engineering Services Invoicing Procedures.

ARTICLE CII • DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs, are given below and are subject to the following:

A. PREMIUM OVERTIME

Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this

1 Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier.

2 **B. SALARY RATES**

3 Direct Salary Range of Rates shown herein are in effect for the duration of the Agreement. In the event
4 ENGINEER desires to adjust the rates as shown; ENGINEER shall notify COUNTY in writing requesting a
5 change. All adjustments to the Range of Rates shall be subject to approval by the County Director of
6 Transportation, or his designee.

7 **POSITION OR CLASSIFICATION RANGE OF HOURLY RATES**

8 Project Manager	\$112.00 hour
9 Engineers, Designers, General Office	\$112.00 hour

10 The above rates are for ENGINEER only. All rates for subconsultants to ENGINEER will be in accordance
11 with the cost proposal.

12 **ARTICLE CIII • INVOICING**

13 ENGINEER shall submit invoices in accordance with the Engineering Services Agreement ARTICLE VI •
14 COMPENSATION and with the following requirements.

- 15 1. Charges shall be billed in accordance with the terms and rates included herein, unless otherwise
16 agreed in writing by the County Contract Administrator.
- 17 2. Base Work and Extra Work shall be charged separately, and the charges for each Phase listed in
18 Appendix B, Schedule of Services, shall be listed separately. The charges for each individual
19 assigned under this Agreement shall be listed separately.
- 20 3. Charges of \$500.00 or more for any one item of Additional Direct Costs shall be accompanied by
21 substantiating documentation such as invoices, telephone logs, etc.
- 22 4. Each invoice shall indicate payments to DBE subconsultants or supplies by dollar amount and as a
23 percentage of the total invoice and shall state the DBE goals as a percentage of Total Agreement
24 Value.
- 25 5. Each invoice shall bear a certification signed by the Engineering Contract Manager or an officer of
26 the firm which reads as follows:

27 I hereby certify that the hours and salary rates charged in this invoice are the actual hours and
28 rates worked and paid to the employees listed.

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ARTICLE CIV • PAYMENT

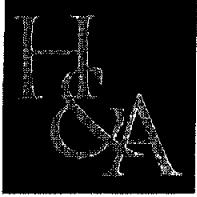
Progress payments shall be made in accordance with the Engineering Services, Agreement ARTICLE VI • COMPENSATIONS.

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ARTICLE CV • COST PROPOSAL

The following cost proposal reflects the negotiated targeted contract amount. The cost proposal will serve as a guideline and reference document during the execution of this contract. ENGINEER shall be compensated in accordance with the rates provided. The Total amount of the contract is not to exceed \$156,033.00, as defined in Appendix D, Detailed Cost Proposals, which are attached hereto and incorporated herein by reference, and reimbursement is to be made at actual cost for the subconsultants shown as follows:

- Leighton and Associates, Inc. \$26,900.00
- PCR Services Corporation \$55,683.00



**HUNSAKER
& ASSOCIATES**
IRVINE, INC.
INLAND EMPIRE REGION

PLANNING
ENGINEERING
SURVEYING
GOVERNMENT RELATIONS

APPENDIX D • DETAILED COST PROPOSALS

October 27, 2010

W.O. #9999-101

IRVINE
LOS ANGELES
PALM DESERT
RIVERSIDE
SAN DIEGO

COUNTY OF RIVERSIDE
Transportation Department
4080 Lemon Street, 14th Floor
P.O. Box 1605
Riverside, CA 92502-1605

Attention: Mr. Juan Perez, Director, Transportation Department
Mr. Alan French, Senior Civil Engineer, Transportation Plan Check

Subject: Proposal to Provide Engineering Services (*Revision VI*)
Fairway Drive Re-Design
County of Riverside, California

Dear Mr. Perez and Mr. French:

Hunsaker & Associates Irvine, Inc. is pleased to offer the following revised proposal for providing the engineering services required for the re-design of Fairway Drive, the off-site road for Tract No. 30153, located from McAllister Northeast to Van Buren.

This proposal is based upon meetings with the County, upon plans previously prepared by Hunsaker & Associates for the project, and upon our familiarity with County of Riverside requirements.

We propose to provide services, as detailed in attached Exhibit "A", for a total fee of \$156,033, which includes additional costs for a Conceptual Habitat Mitigation Monitoring Plan, and focused surveys at the proposed Fairway Drive project site, for your review and consideration. In addition, at the request of the County, an additional \$25,000 contingency fee has been included in the total cost.

Invoicing would be monthly based on the percentage of work completed for each item shown in Exhibit "A". We would expect to receive payment within thirty (30) days after your receipt of our invoice.

The following is a summary of the insurance coverages that Hunsaker & Associates Irvine, Inc. provides and is included in our offer of this proposal:

PRINCIPALS:
BRADLEY B. HAY
PAUL HUDDLESTON

2900 Adams Street
Suite A-15
Riverside, California
92504
(951) 352-7200 PH
(951) 352-8269 FX
www.hunsaker.com

General Liability	\$ 2,000,000
Personal Injury	\$ 1,000,000
Auto Liability	\$ 1,000,000
Professional Liability	\$ 2,000,000
Valuable Papers	\$ 1,850,000



Upon request, we will provide a Certificate of Insurance for the insurance coverages listed above. Should you require additional coverage, the costs that we incur from our insurance carriers will be invoiced at their direct costs and are not included in our fee quoted within this proposal.

Should this proposal meet with your approval, please sign below and return it to our office. We have enclosed a copy of this proposal for you to retain for your records.

If you have any questions, please don't hesitate to contact our office. We appreciate your consideration and look forward to working with you on this project.

Very truly yours,

HUNSAKER & ASSOCIATES, IRVINE, INC.

Paul R. Huddleston, Jr., PE, PLS
Principal

PRH:pq

Enclosures

ACCEPTED BY:

COUNTY OF RIVERSIDE

Signature

Printed Name

Date



Exhibit "A"

"Fairway Drive Re-Design"
County of Riverside, California

SCOPE OF SERVICES

To accompany revised proposal to the County of Riverside Transportation Department for providing the engineering services required for the re-design of Fairway Drive, the off-site road for Tract No. 30153, located from McAllister Northeast to Van Buren.

FAIRWAY DRIVE

ENGINEERING SERVICES

0001	<u>Cost Estimate</u> – Prepare cost estimate to determine preliminary costs for budgeting purposes	\$ 2,000
0002	<u>Street Plans</u> – Review design standards with County staff. Revise street plans to reflect 32' pavement along with A.C. berms in lieu of curb and gutter	\$ 15,000
0003	<u>Right of Way</u> – Process previously prepared right of way documents through County staff. It is assumed that no revisions, other than plan check comments, are anticipated.....	\$ 11,000
0004	<u>SWPPP</u> – Prepare SWPPP to conform to the latest standards adopted by the State in July 2010.....	\$ 4,500
0005	<u>WQMP</u> – Prepare Water Quality Management Plan to conform to latest State standards	\$ 7,500
0006	<u>MWD</u> – Process plans through to approval with MWD...	\$ 3,500
0007	<u>Signal Plans</u> – Finalize and process previously prepared signal plans through the City of Riverside.....	\$ 4,950
0008	<u>Geotechnical Investigation (Leighton and Associates, Inc.)</u> – Provide a geotechnical investigation and review of 40-scale grading plans. The purpose of the investigation is to provide geotechnical information for project planning, budgeting, submittal, contractor bidding, and for construction document preparation to determine extent of slopes, etc. <i>Note: See attached proposal from Leighton and Associates, Inc. for complete Scope of Services and applicable Assumptions.</i>	\$ 26,900



Exhibit A
Scope of Services, cont.

Some of the concerns that will need to be addressed on this project during the planning phase are as follows:

- ◆ Cut Slope Excavations / Slope Stabilization
- ◆ Loose Alluvium
- ◆ Pavement Design
- ◆ Suitability of Onsite Materials for Compacted Fill
- ◆ Foundation Design
- ◆ MWD Easement

NOTE: The impact of the geotechnical issues described above will be evaluated and mitigation and construction alternatives proposed.

0009	<u>Environmental Permits (PCR Services Corporation) – Prepare regulatory permit applications and necessary authorizations from the Army Corps of Engineers, Regional Water Quality Board, and California Department of Fish and Game for Fairway Drive road extension between McAllister Parkway and Van Buren Boulevard. Note: See attached proposal from PCR Services Corporation for complete Scope of Services and applicable Assumptions.</u>	\$ 21,260
	Total Engineering Services	<u>\$ 96,610</u>

FAIRWAY DRIVE

ADDITIONAL SERVICES
(To be Provided by PCR Services Corporation)

0010	<u>Prepare Conceptual Habitat Mitigation Monitoring Plan.</u>	\$ 6,163
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Exhibit A
Scope of Services, cont.

Below are ball park costs for potential focused surveys at the proposed Fairway Drive project site. Cost estimates are based on the road footprint PCR had on file provided as part of the original Lake Mathews Golf and Country Club project.

0011	<u>Conduct Surveys for Least Bell's Vireo (LBV) and Prepare Letter Report</u> – Consists of eight (8) surveys between April 10 and July 31 with a 10-day interval between surveys	\$ 6,730
0012	<u>Conduct Surveys for Southwestern Willow Flycatcher and Prepare Letter Report</u> – Consists of five (5) surveys between May 15 and July 17. The five (5) surveys can be conducted concurrently with the LBV surveys for a cost savings. Therefore, the cost associated with this task is only for preparation of the letter report.....	\$ 1,175
0013	<u>Conduct Phase I and II Burrowing Owl Habitat Assessment and Burrow Survey</u>	\$ 1,025
0014	<u>Conduct Phase III Focused Burrowing Owl Surveys</u> – Consists of four (4) focused surveys. One (1) of the four (4) focused surveys can be conducted concurrently with the Phase I and II Burrowing Owl Habitat Assessment and Burrow Survey for a cost savings	\$ 2,360
0015	<u>Prepare Burrowing Owl Letter Report</u>	\$ 1,775
0016	<u>Conduct Sensitive Plant Surveys and Prepare Letter Report</u> – Consists of two (2) separate plant surveys to ensure coverage of plants in respective blooming periods	\$ 4,610
0017	<u>Prepare Final Habitat Mitigation Monitoring Plan (HMMP)</u> – A cost estimate for a conceptual HMMP is provided above. This task covers the preparation of the final HMMP which includes revisions to the conceptual HMMP and suggested changes as warranted by the regulatory agencies	\$ 3,895



Exhibit A
Scope of Services, cont.

0018	<p><u>Prepare Western Riverside County Multiple Species Habitat Conservation Plan / Determination of Biological equivalent or Superior Preservation (MSHCP/DBESP) Compliance document</u> – The September 8, 2010 proposal indicated in Task 6 that PCR would coordinate with the U.S. Fish and Wildlife Service (USFWS) and the California Department of Fish and Game (CDFG) to determine if the previously prepared MSHCP/DBESP compliance document would satisfy the Fairway Road project. It further indicated that the cost did not include preparation of a new MSHCP/DBESP compliance document for the Fairway Drive project if the USFWS and CDFG required an updated document. This cost covers the preparation of an updated MSHCP/DBESP compliance document.....</p>	\$ 6,690
	<p>Total Additional Services</p> <p style="padding-left: 40px;">(Estimate Only)</p>	<p><u>\$ 34,423</u></p>
	<p>TOTAL SERVICES</p>	<p><u>\$ 131,033</u></p>
0019	<p><u>Contingency</u> – Contingency budget</p>	\$ 25,000
	<p>GRAND TOTAL</p>	<p><u>\$156,033</u></p>

Assumptions

Hunsaker & Associates Irvine, Inc.'s proposal is based on the following assumptions. Please note that Sub-Consultant assumptions are included in the attachments.

This proposal is based upon meetings with the County, upon plans previously prepared by Hunsaker & Associates for the project, and upon our familiarity with County of Riverside requirements.

1. The engineer's work does not include any traffic or acoustical studies or considerations.
2. A preliminary title report will be supplied by the Client.



Exhibit A
Scope of Services, cont.

3. Right-of-access will be provided and coordinated with County or City or their representative. No inclement weather or environmental restrictions are to preclude access or excavations.
4. This proposal includes the processing of all plans for approvals.
5. Design or construction staking for landscape items and appurtenances is not a part of this proposal.
6. This proposal includes as-built drawings.
7. This proposal is based on our current office rate of \$112 per hour and our current field rate of \$206 per hour for a two-person survey party. These rates will remain in effect until October 2011, at which time they may be subject to an increase of approximately 5%. Any remaining portion of the contract not billed out at that time is subject to this increase.
8. Blueprinting and plotting are not included in the cost outlined above and are the responsibility of the County of Riverside.
9. Governmental agency fees or charges are to be the responsibility of the client.
10. Individual items are for budget purposes only; total cost shall govern.
11. It is company policy to complete a *California Preliminary Notice* for each project. Once the contract is executed, a *California Preliminary Notice* will be forwarded to the client.
12. This proposal is subject to items in "Standard Provisions of Agreement Between Client and Consultant" which is attached.
13. This proposal is valid for a period of ninety (90) days from the date on this proposal.



Leighton and Associates, Inc.

A LEIGHTON GROUP COMPANY

APPENDIX D * DETAILED COST PROPOSALS

August 18, 20100
(Revised October 20, 2010)

Proposal No. P11-001408

Hunsaker and Associates Inc.
2900 Adams Street, Suite A-15
Riverside, California 9250405

Attention: Mr. Paul Huddleston

Subject: Proposal for an Update Geotechnical Evaluation and Grading Plan Review, Proposed Fairway Drive from McAllister Street to Van Buren Boulevard, Riverside County, California

References: Hunsaker and Associates Inc., Street Improvement Plans, MS 4093, Fairway Drive, Riverside County, California, 17 sheets, 40-scale, undated.

Leighton and Associates Inc. Preliminary Geotechnical Investigation McAllister Hills Golf & Country Club, Tentative Tract Map No. 30153, Riverside County California, dated October 16, 2001, project No. 110306-002.

Leighton and Associates Inc. Preliminary Geotechnical Assessment, proposed Roadway Alignment between McAllister Roadway and Van Buren Avenue, Riverside County California, dated September 26, 2002, project No. 110306-005.

Leighton and Associates Inc. Impact Study of the Proposed Line "A" Street Alignment of the Existing Metropolitan Waster District Pipeline, Tract 30153, Lake Mathews Area, Riverside County, California, dated March 27, 2006, PN 110306010.

INTRODUCTION

In accordance with your request, Leighton and Associates, Inc. (Leighton) is pleased to provide this proposal for an update geotechnical evaluation and plan review of the proposed Fairway Drive roadway between existing McAllister Street and Van Buren Boulevard in the Lake Mathews area of Riverside County. Our proposed update evaluation will include data from the above referenced reports and a supplemental subsurface work as described herein. In preparation of this proposal, we have performed a cursory site visit and review of our previous geotechnical evaluations that are relevant to the current alignment area. **Please note that this revised version of the proposal includes the Optional Task 6 for additional services during design and bidding process.**

D-8

PROJECT AND SITE DESCRIPTION

We understand that the project is to develop plans, specifications, and related construction documents associated with the proposed Fairway Drive roadway improvements from McAllister Street to Van Buren Boulevard including the local widening of McAllister Street and Van Buren Boulevard at each connecting intersection.

Based on our extensive past experience in this area, the proposed roadway alignment is underlain by dense granitic and metasedimentary bedrock formations and older and younger alluvium. The proposed alignment will require excavation of slopes up to 80 feet high in dense granitic bedrock and placement of fill embankments up to approximately 45 feet high in areas underlain by potentially compressible alluvium.

PROJECT UNDERSTANDING AND APPROACH

Based on our understanding of this project, there are significant geotechnical concerns that will need to be addressed during the planning, design and construction phases. Some of the concerns that will need to be addressed on this project during the planning phase are as follows:

Cut Slope Excavations / Slope Stabilization:

Based on our plan review, there are six planned cut slopes with heights greater than 25 feet. One slope will be up to approximately 80-foot in height. Leighton will evaluate the rock rippability for these significant slopes and provide recommendations for slope stabilization, if needed. Construction recommendations will be provided for the future cut slopes based on the results of these analyses.

Loose Alluvium:

It is anticipated that the road alignment will require cut and fill grading within areas underlain by alluvial soils. Based on Leighton's past experience, potentially compressible alluvium exist locally in drainage areas and can cause excessive differential settlement and subsequent distresses in the future road pavement if not addressed properly. We will carefully study these areas and provide recommendations for remedial grading or ground improvement.

Pavement Design:

A significant aspect of the geotechnical investigation is to evaluate anticipated soils at street subgrade levels and provide pavement design recommendation. Leighton has done numerous similar studies in which various design options were presented to provide cost effective design and comply with County standards.



Suitability of Onsite Materials for Use as Compacted Fill:

The onsite soils along the proposed street will be evaluated and classified to define potential borrow materials for road subgrade construction. The cut slopes and deep excavations will be the primary source for fill materials which will be evaluated for general embankment fill and roadway subgrade for cost effective pavement design.

Foundation Design:

This project will require the design of appropriate drainage structures and retaining walls to allow for the construction of the proposed road. The geotechnical report will include recommendation for foundation design and earthwork construction criteria.

MWD Easement:

This project will require remedial earthwork and design/construction of a retaining wall immediately adjacent to the MWD Upper Feeder pipeline easement. We have prepared a specific study to address the MWD concerns in this area (Leighton, 2006) and have responded to one set of review comments. Additional geotechnical review and analysis may be required pending final review by MWD. The actual scope is currently unknown at this time.

PROPOSED SCOPE OF WORK

The scope of geotechnical services presented is developed based on our review of the referenced documents and our understanding of the project. The following geotechnical tasks are anticipated: The purpose of our study is to supplement our previous data based on the new alignment and provide a stand-alone geotechnical report for the final design and construction of the planned roadway. This proposal does not include geotechnical testing and observation during construction

Task 1a - Desktop Research

Review existing geotechnical/geologic maps, reports or other related documents for the roadway alignment and widening areas. Leighton has completed geologic/geotechnical studies along most of the alignment areas and will utilize this data during this study.

Task 1b -Pre-Field Preparation

Prior to scheduling any fieldwork, Leighton will perform the following activities:

- Review available data and referenced improvement plans
- Premark planned excavation locations
- Coordinate with Underground Surface Alert.



Task 2 - Field Exploration

We will excavate, log and sample 8 to 10 exploratory test pits (one day) along the proposed road alignment. The test pits will be excavated in selected areas to determine the thickness of surficial soils (topsoil, colluvium, alluvium) for determination of remedial removal depths and to determine the excavation characteristics of near surface weathered bedrock materials. The alignment area will be geologically mapped.

Within areas of planned deep excavations, we will perform up to five seismic refraction geophysical survey lines (approximately 100 to 150 feet in length). We will use a sledge-hammer hitting a steel plate as our energy source. A 12-channel seismograph will be used to record P-wave arrival times. Up to five-two dimensional soil/rock profiles will be prepared, with interpreted zones of similar P-wave velocities. This will help us to quantify rock excavation difficulties, and profile weathered rock and colluvial soil depths (if any) over granitic and metamorphic rock.

Task 3 - Laboratory Testing

Laboratory testing on representative onsite soil samples will be performed and may include, but not limited to the following: in-situ moisture and density, maximum dry density, direct shear, grain-size analysis, expansion index, and R-value.

Task 4 - Geotechnical Report

A stand-alone geotechnical report will be prepared that will incorporate pertinent data from our previous studies and the results of our supplemental investigation described above. The report will address the specific geotechnical conditions of the new alignment, and present conclusions and recommendations with respect to design and construction of the proposed roadway improvements. The report will also include a detailed geologic map of the proposed alignment.

Task 5 - MWD Consultation (Optional)

Based on our review of in-house data, there appear to be some outstanding geotechnical items/comments from MWD that still need to be addressed. We estimate that a meeting with MWD will be required to get an update on their review status and thereafter a geotechnical response will be needed to address such outstanding comments or present any additional evaluations required.

Task 6 - Plans and Specifications Review, and Services during Bidding (Optional)

Upon request, we can review draft plans and specifications pertaining to the geotechnical aspects of the project. We can also respond to County review comments, if any, and provide services during bidding to respond to contractor's questions and prepare a clarification letter(s), if needed.



FEE AND TERMS

Leighton will conduct the geotechnical services described above, for a fixed fee as further described in Table below. This proposed scope of our work does not include an assessment of the site for the presence of substances that may be considered hazardous (a proposal for such service can be provided under a separate cover). We assume this project is subject to the California Prevailing Wage Law. This fee is based on the condition that our field investigation can be performed during normal weekday daylight-hours. Additional costs will accrue if nighttime or weekend exploration is required.

GEOTECHNICAL TASKS AND ESTIMATED FEES

Task #	Task Description:	Estimated FEE(\$)
1	Project review, field coordination, meeting with Dig Alert,	1,500
2	Field Exploration: Staff, Test Pits & Seismic Refraction Survey	6,500
3	Lab testing	2,000
4	Engineering analyses, drafting and report preparation	4,900
	Total =	\$14,900
5 (optional)	MWD consultation, plan review and one team meeting-scope unknown at this time- fee may vary based on scope	\$3,000 to \$9,000
6 (optional)	Perform a geotechnical plan review; respond to County review comments, and provide clarifications to bidders, if any.	\$3,000

To the best of our knowledge, we believe that the above services should address all expected geotechnical aspects of the project during design phase. Any services requested in addition to the above-described scope of work will be performed for extra fees after obtaining your prior approval for such work as the actual scope and cost may vary from this budget due to redesign or changed requirements and/or other potential causes beyond our control. For the purpose of budget control and time schedule, the following is assumed:

- Project improvement/site plans in geo-referenced CAD format will be provided prior to geotechnical field work. This is requested to use our GPS capabilities for accurate site determination of our exploration locations.
- Right-of-access will be provided and coordinated with County or City or their representative.
- We assume that Leighton will be provided with access to the proposed roadway alignment through existing MWD access gates. We assume a permit, if needed, will be provided to us at no cost.
- Leighton is not responsible for damage to unidentified utilities or structures, if not identified by USA or provided plans. No inclement weather or environmental restrictions are to preclude access or excavations.



SCHEDULE AND ACTIVITY COORDINATION

Depending on site access constraints, weather and exploration equipment availability, field exploration may begin within 5 to 10 working days after receipt of written authorization to proceed and obtaining required permits or legal access. A draft report can be submitted in three weeks (15 working days) after completion of field and laboratory work. A summary of estimated time schedule for the various tasks is provided in table below. Day one starts when a permit or site access and permits are obtained for the field investigation:

ESTIMATED TIME SCHEDULE

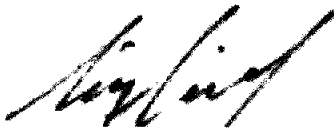
Task #	Task Description:	Completion Date
1	Completion of field and laboratory testing	Day 15
2	Completion of engineering analysis	Day 25
3	Completion of draft report	Day 30
4	Issuance of final report	+10 days from review

CLOSURE

We appreciate the opportunity to provide this proposal. If you have any questions or information that would update our scope of work, please call us at your convenience.

Respectfully submitted,

LEIGHTON AND ASSOCIATES, INC.



Simon I. Saiid,
GE 2641 (Exp. 09/30/11)
Principal Engineer



Robert F. Riha,
CEG 1921 (Exp. 02/29/12)
Vice President / Senior Principal Geologist

Attachment: Discounted 2010 Professional Fee Schedule
Scope of Work Authorization

Distribution: (2) Addressee





2010 DISCOUNTED PROFESSIONAL FEE SCHEDULE*
PROFESSIONAL SERVICES

Technical Staff	Hourly Rate
Technician I	\$75
Technician II	79
Senior Technician	86
Laborer (Prevailing Wage) **	86
Soil/Field Technician (Prevailing Wage) **	89
Materials Inspection Manager	99
Staff Engineer/Geologist/Scientist/Field Supervisor	109
Senior Staff Engineer/Geologist/Scientist	124
Operations Manager/Equipment Operator	144
Project Engineer/Geologist/Scientist	144
Senior Project Engineer/Geologist/Scientist	158
Associate	178
Principal	194
Senior Principal	233

Technical Support Staff	Hourly Rate
Project Administrator /Word Processor	70
Information Specialist	95
CAD Operator	99
GIS Specialist	113

Miscellaneous	Unit Rate
Vehicle usage	\$15 per hour
Nuclear density gauge88 per day
FTP site set up (project-specific)	75 each

* Effective through December 31, 2010, after which remaining work will be billed at then-current rates.

** Subject to change based upon project advertised date and changes in California prevailing wage rates.

UNIT RATE GEOTECHNICAL (SOILS) LABORATORY TESTING

Task	Classification and Index Properties	Method	Per Test
8002	Moisture Content	ASTM D 2216	\$20
8003	Moisture and Density (Ring Samples)	ASTM D 2937	30
8004	Moisture Content & Density (<i>Shelby tube or requires cutting</i>)	ASTM D 2937	40
8005	Atterberg Limits (3 points)	ASTM D 4318	150
8006	Single Point / Non-plastic	ASTM D 4318	84
8024	Atterberg Limits (Organic)	ASTM D 2487 / 4318	182
8007	Visual classification of point as non-plastic	ASTM D 2488	11
8008	Particle Size: Sieve ONLY (1½-inch to #200)	ASTM D 422	110
8023	Large Sieve (6-inch to #200)	ASTM D 422/C136	175
8009	Hydrometer ONLY	ASTM D 422	110
8010	Sieve + Hydrometer (≤3-inch sieve)	ASTM D 422	185
8011	Dispersive Characteristics of Clay Soil (<i>Double Hydrometer</i>)	ASTM D 4221	89
8012	Specific Gravity: Fine (passing #4)	ASTM D 854 / CTM 207	125
8013	Coarse (retained on #4)	ASTM C 127 / CTM 206	100
8014	Total Porosity – On Shelby tube sample	<i>calculated from density & specific gravity</i>	137
8015	Total Porosity – On other sample		105
8016	Photograph of sample		11
8017	Shrinkage Limits (<i>Wax Method</i>)	ASTM D 4943	126
8018	Pinhole Dispersion	ASTM D 4647	210
8020	Percent Passing #200 Sieve wash ONLY	ASTM D 1140	70
8021	As-Received Moisture and Density ("chunk" or carved samples)		58
8022	Sand Equivalent (SE)	ASTM D 2419 / CTM 217	105
Soil Chemistry and Corrosivity			
8050	pH	CTM CA Test 532/643	\$42
8051	Electrical Resistivity – single point – in-situ moisture		42
8052	Minimum Resistivity (≥3 moisture content points)	CTM CA Test 532/643	89
8053	pH + Minimum Resistivity	CTM CA Test 532/643	131
8054	Sulfate Content - Gravimetric	CTM CA Test 417 Part II	68
8055	Sulfate Screen	HACH kit	32
8056	Chloride Content	CTM CA Test 422	68
8057	Corrosion Suite: pH, Chloride, Minimum Resistivity & Sulfate (<i>gravimetric</i>)	CTM CA Test 532/643	245
8058	Organic Matter Content	ASTM 2974	63
Shear Strength			
8070	Pocket Penetrometer	Method	Per Test
8072	Direct Shear (3 points) <i>Consolidated Undrained - 0.05 in./min.</i>	ASTM D 3080 mod.	\$16
8073	Direct Shear (3 points) <i>Consolidated Drained - <0.05 in./min.</i>	ASTM D 3080	285
8074	Residual Shear (price per each additional pass after shear)	EM 1110-2-1906-IXA	345
8075	Remolding or Hand Trimming of specimens (3 points)		70
8076	Oriented or Block Hand Trimming (per hour)		90
8077	Daily equipment usage rate (after 2 days)		58/hour
8079	Single Point Shear		35/day
8080	Torsional Shear		105
			620
Compaction and Pavement Subgrade Tests			
8094	Standard Proctor Compaction (Maximum Density), 4 points	Method	Per Test
8092	4 inch diameter mold	ASTM D 698	
8093	6 inch diameter mold	Methods A and B	\$182
	Modified Proctor Compaction (Maximum Density), 4 points	Method C	215
8100	4 inch diameter mold	ASTM D 1557-07	
8101	6 inch diameter mold	Methods A and B	220
8102	Check Point	Method C	245
		per point	65

UNIT RATE GEOTECHNICAL (SOILS) LABORATORY TESTING (Continued)

Task	Method	Per Test
Compaction and Pavement Subgrade Tests (Continued)		
8000	Relative Compaction of Untreated & Treated Soils & Aggregates (Caltrans CTM 216: Caltrans wet density compaction curve)	CTM 216 \$250
8103	Relative Density (0.1 cubic foot mold)	ASTM D 4253, D 4254 236
8104	California Bearing Ratio (CBR) – 3 point *	ASTM D 1883 500
8105	– 1 point *	184
* Compaction (Maximum Density) should also be performed – not included in above prices		
8090	R-Value – Untreated	CTM 301 310
8091	R-Value – Lime or cement treated soils ($\leq 7\%$ additive)	CTM 301 338
Triaxial Tests		
8120	Unconfined Compression Strength of Cohesive Soil (<i>with stress/strain plot</i>)	ASTM D 2166 \$135
8121	Unconsolidated Undrained Triaxial Compression Test on Cohesive Soils (USACE Q test) (<i>per confining stress</i>)	ASTM D 2850 168
8122	Consolidated Undrained Triaxial Compression Test for Cohesive Soils (CU, USACE R-bar test) with Back Pressure Saturation & Pore Water Pressure Measurement (<i>per confining stress</i>)	ASTM D 4767 375
8127	Consolidated Drained Triaxial Compression Test (CD, USACE S test) with Volume Change Measurement	EM 1110-2-1906(X)
8123	Sand or silty sand soils (<i>per confining stress</i>)	375
8124	Silt or clayey sand soils (<i>per confining stress</i>)	500
8125	Clay soils (<i>per confining stress</i>)	705
8126	Three-stage Triaxial Tests	Above price + 75%
Consolidation and Expansion/Swell Tests		
8140	Consolidation (<i>11 loads up to 16 ksf & unload to 0.25 with strain vs. load curve and one time-rate-of-consolidation curve</i>)	ASTM D 2435 \$195
8141	Each additional Time Curve	45
8142	Each additional load/unload w/o Time Reading	42
8143	Expansion Index (EI)	ASTM D 4829-08 131
8145	Swell/Collapse Test – Method A (<i>Up to 10 load/unloads w/o time curves</i>)	ASTM D 4546-A 289
8146	Single Load Swell/Collapse Test - Method B (<i>Seat, load, and inundate only</i>)	ASTM D 4546-B 105
8148	Collapse Potential of Soils	ASTM D 5333 220
Hydraulic Tests		
8162	Triaxial Permeability in Flexible-Wall Permeameter with Backpressure Saturation (at One Effective Stress)	EPA 9100/ASTM D 5084 (Falling Head Method C) \$310
8163	- Each Additional Effective Stress	121
8164	- Hand Trimming of Soil Samples for Horizontal K	58
8169	Remolding of Test Specimens	58
Soil-Cement		
8106	Moisture-Density Relations of Soil-Cement Mixtures	ASTM D 558 \$240
8107	Wet-Dry Durability of Soil-Cement Mixtures*	ASTM D 559 1,205
8130	Compressive Strength of Molded Soil-Cement Cylinders* (per cylinder)	ASTM D 1633 60
8161	Soil-Cement Remolded Specimen* (for shear strength, consolidation, etc.)	236
*Compaction (ASTM D 558 maximum density) should also be performed – not included in above price		



TERMS AND CONDITIONS

- * **Overtime:** Overtime for field personnel will be charged at 1.5 times basic hourly rates when exceeding 8 hours up to 12 hours per 24 hour interval, and 2 times basic hourly rates when exceeding 12 hours in 24 hours or on Sunday, and 3 times basic hourly rates on California official holidays.
- * **Expert Witness Time:** Expert witness deposition and testimony will be charged at 2 times hourly rates listed on the previous pages, with a minimum charge of four hours per day.
- * **Minimum Hourly Charges for Geotechnical and Environmental Technicians (field time only):**
 1. Monday-Friday..... 2 hours
 2. Saturday and Sunday 4 hours
- * **Minimum Hourly Charges for Special Inspectors or Material Testing Field Services (field time only):**
 1. Cancellation of inspections not canceled by 4:00 p.m. on preceding day* 2 hours
 2. One-half working day or less except as No. 3 (below) applies 4 hours
 3. Over one-half working day, or begins before noon and extends into afternoon 8 hours

*No charge if cancellation is made before 4:00 p.m. of the preceding work day.
- * **Outside Direct Costs (ODCs):** Heavy equipment, subcontractor fees and expenses, project-specific permits and/or licenses, project-specific supplemental insurance, travel, subsistence, project-specific parking charges, shipping, reproduction, and other reimbursable expenses will be invoiced at cost plus 20%, unless billed directly to and paid by client.
- * **Insurance and Limitation of Liability:** These rates are predicated on standard insurance coverage and a limit of Leighton's liability equal to our total fees for a given project.
- * **Invoicing:** Invoices are rendered monthly, payable upon receipt in United States dollars. A service charge of 1½-percent per month will be charged for late payment.
- * **Proposal Expiration:** Proposals are valid for at least 30 days, subject to change after 30 days; unless otherwise stated in the attached proposal. Fees are subject to change on January 1st. of every year.
- * **Client Disclosures:** Client agrees to provide all information in Client's possession about actual or possible presence of buried utilities and hazardous materials on the project site, prior to fieldwork, and agrees to reimburse Leighton for all costs related to unanticipated discovery of utilities and/or hazardous materials. Client is also responsible for providing safe and legal access to the project site for all Leighton field personnel.
- * **Earth Material Samples:** Quoted testing unit rates are for soil and/or rock (earth) samples free of hazardous materials. Additional costs will accrue beyond these standard testing unit rates for handling, testing and/or disposing of soil and/or rock containing hazardous materials. Hazardous materials will be returned to the site or the site owner's designated representative at additional cost not included in listed unit rates. Standard turn-around time for geotechnical-laboratory test results is 10 working days. Samples will be stored for 2 months, after which they will be discarded. Prior documented notification is required if samples need to be stored for a longer time. A monthly storage fee of \$10 per bag and \$5 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in the United States. There may be additional cost for handling imported samples.
- * **Construction Material Samples:** After all designated 28-day breaks for a given set meet specified compressive or other client-designated strength, all "hold" cylinders or specimens will be automatically disposed of, unless specified in writing prior to the 28-day break. All other construction materials will be disposed of after completion of testing and reporting.



SCOPE OF WORK AGREEMENT

This Scope of Work, effective _____, is, upon execution of the Parties, incorporated as Scope of Work Number ___ under Master Services Agreement No. ___ by and between Leighton Associates, Inc. and Hunsaker and Associates, Inc. ("CLIENT").

PROJECT LOCATION: Fairway Drive from McAllister Street to Van Buren Boulevard, Riverside County, California

DESCRIPTION OF SERVICES: See Proposal attached (P11-001408).

LEIGHTON ASSOCIATES, INC.:
Leighton Consulting, Inc.
41715 Enterprise Circle N, Suite 103
Temecula, California 92560
Telephone: 951.296.0530
Facsimile: 951.296.0534
Prime Contact: Mr. Robert Riha

CLIENT:
Hunsaker and Associates, Inc.
2900 Adams Street, Suite A-15
Riverside, California 9250405
Telephone: 951.352.7200
Prime Contact: Mr. Paul Huddleston

FEE:

The services described in our proposal (Tasks 1 through 4) will be performed for a fixed fee of **\$14,900**, plus any other authorized optional tasks or fee(s) initialed below:

OPTIONAL / PROVISIONAL SERVICES	
1- MWD meeting & initial consultation (not applicable if option 2 below is selected)	\$3,000 _____
2- MWD meeting, consultation, and reports.....	\$9,000 _____
3- Plans review, respond to County and bidding clarifications	\$3,000 _____

Please initial above to authorize

I have reviewed and agree to this scope of work.

LEIGHTON ASSOCIATES, INC.

HUNSAKER AND ASSOCIATES, INC.

client

By (Signature)

By (Signature)

(Print Name)

PAUL R. HUDDLESTON JR.

(Print Name)

Date

11/2/10

Date

CLIENT ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE DOCUMENT ENTITLED "INFORMATION FOR CLIENTS REGARDING LEIGHTON'S SERVICES"



October 14, 2010

Mr. Paul Huddleston
HUNSAKER & ASSOCIATES
2900 Adam Street, Ste. A-15
Riverside, California 92504

Re: PROPOSAL TO PROVIDE REGULATORY PERMITTING SERVICES FOR THE PROPOSED ROAD, FAIRWAY DRIVE, BETWEEN MCALLISTER PARKWAY AND VAN BUREN BOULEVARD LOCATED IN UNINCORPORATED RIVERSIDE COUNTY, CALIFORNIA

Dear Mr. Huddleston:

PCR Services Corporation (PCR) appreciates this opportunity to provide Hunsaker & Associates with this proposal to provide regulatory permitting services for the proposed road, Fairway Drive, approximately 32.25 acres (7,552 linear feet; 1.44 miles) between McAllister Parkway and Van Buren Boulevard located within unincorporated Riverside County, California ("study area"). As requested, we have prepared an itemized Scope of Work, Budget, and Schedule. All work will be performed by qualified PCR staff biologists and regulatory specialists.

PCR is strongly positioned to execute the requested Scope of Work as we have prepared the regulatory permit applications and acquired the necessary authorizations from the U.S. Army Corps of Engineers (ACOE), Regional Water Quality Control Board (RWQCB), and the California Department of Fish and Game (CDFG) for the Lake Mathews County Club and Golf Course that originally incorporated the road extension between McAllister Parkway and Van Buren Boulevard. Additionally our biologists are familiar with the biological resources within the study area as they have conducted numerous focused surveys within the study area and property adjacent to the study area.

If this proposal, and the terms and conditions contained herein, are acceptable to you, please indicate your authorization and return one signed copy to us for our files. If you have any questions, please contact Stephanie Gasca (s.gasca@pcrnet.com) at (949) 753-7001. Thank you for your consideration.

Sincerely,
PCR SERVICES CORPORATION



Stephanie Gasca
Senior Regulatory Specialist II



Steve Nelson
Senior Vice President/
Director of Biological Services



SCOPE OF WORK

Task 1: Conduct Field Reconnaissance

PCR will conduct a field reconnaissance of the study area to verify and determine if biological resource conditions within the study area have changed in comparison to the biological documentation that was prepared for the Lake Mathews Golf and Country Club which incorporated the proposed Fairway Drive as part of its overall study area. If there are any changes to the vegetation communities previously mapped, PCR will update the vegetation map with the use of a current aerial photograph and topographic map to determine the presence and extent of each plant community within the study area. As part of this effort, the existing inventory of plant and animal species observed or detected will be updated for use in the comprehensive biological resources assessment to be included in the regulatory permit applications.

Task 2: Conduct Jurisdictional Delineation and Prepare Report

A jurisdictional delineation of the study area was conducted as part of the larger Lake Mathews Golf and Country Club project in 2002. However, the ACOE generally acknowledges a jurisdictional delineation valid for a period of five years; therefore, a new jurisdictional delineation will need to be performed within the study area. Based on the prior delineation, the study area is anticipated to have wetlands on-site. PCR will perform an updated detailed analysis of any and all wetlands, "waters of the U.S.", and "waters of the State" within the study area that would be subject to the jurisdiction of the ACOE, RWQCB, and/or the CDFG. All areas will be delineated using the protocol stipulated by the ACOE under Section 404 of the Clean Water Act (CWA) and by the CDFG under Section 1600-1607 of the California Fish and Game Code (FGC). Wetlands will be delineated using the procedures required by the ACOE's 1987 Wetland Delineation Manual and the 2006 Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region.

Upon completion of the field work, a stand-alone report will be prepared documenting the jurisdictional waters and wetlands within the study area. The findings will include a map illustrating the location, extent, and acreage of all jurisdictional waters (including soil pit locations, if applicable); the field data sheets which include information on soils, vegetation, and hydrology; a brief discussion of the relative quality of each stream or wetland; and, an approximation of duration of surface flow (i.e., ephemeral, intermittent, or perennial). The findings will also include a brief discussion of the permitting requirements based on the acres of jurisdictional wetlands or waters to be impacted, as well as any other issues which might affect the permitting process.



Task 3: Prepare Federal & State Regulatory Permit Applications

PCR will review all available data and prepare applications necessary to acquire regulatory authorizations from the ACOE pursuant to CWA Section 404, the CDFG pursuant to FGC Section 1602 (Streambed Alteration Agreement), and the RWQCB pursuant to CWA Section 401. Information to be incorporated into the regulatory applications will include the existing conditions, proposed impacts, avoidance and minimization measures, and proposed mitigation for the study area. In addition to the standard regulatory application forms, the regulatory application package will also incorporate cultural resources information as specified by the ACOE; RWQCB required hydrology data and project-specific pre- and post-construction water quality treatment best management practices, project scheduling, and flow diversions (if necessary); and measures to protect fish, wildlife, and plant resources as anticipated by the CDFG and RWQCB. A copy of the final California Environmental Quality Act (CEQA) document will also be included as warranted by the CDFG and RWQCB. The applications and supporting documentation will be provided to Hunsaker & Associates for review prior to submitting it to the regulatory agencies.

The proposed road project assumes the need for an ACOE Nationwide Permit. However, if project related impacts require an ACOE Individual Permit, a separate Scope of Work will be submitted to address the more extensive permitting process. Additionally, this task assumes one impact analysis for one plan. Should re-analysis of impacts be necessary due to changes in the development plan, a separate Scope of Work will be submitted.

Task 4: Conduct Off-site Mitigation Research

PCR will research off-site mitigation banks, in-lieu-fee agreements, and resource conservation districts to determine the availability of mitigation land that may be used to satisfy the agencies' mitigation requirements. If off-site opportunities are not available or are not acceptable by the regulatory agencies, PCR will research opportunities within the immediate vicinity of the study area to satisfy the mitigation requirements (as this is a road project and "on-site" mitigation is not feasible) detailed below in Task 8.

Task 5: Site Visit and Coordinate with Regulatory Agencies

Upon submittal of the regulatory permit applications, PCR will represent the project at an on-site meeting with ACOE, RWQCB, and CDFG representatives. In preparation for this meeting, exhibits will be prepared showing all areas evaluated during the field investigation, the results of the jurisdictional delineation, proposed avoidance, impact areas in the context of adjacent land uses and stream contiguity, and discuss the proposed mitigation. Discussions with the agencies will focus on



expectations of the project-related impacts and the range of mitigation measures that need to be considered during the permit evaluation phases.

PCR will be available to respond to requests for additional information and act as the point-of-contact for all inquiries with the ACOE, CDFG, and RWQCB throughout the permitting process.

The proposed budget for this task is an estimate based on our availability to provide a comprehensive and complete permit application and the time necessary to complete the consultation with each agency. If the process becomes contentious, sensitive species are identified, or there has been a change in agency personnel (whom may evaluate the project differently or ask for additional information) this task may expand and additional time may be required to complete the process.

Task 6: Coordinate with the Wildlife Agencies to Determine Compliance with the Western Riverside County Multiple Species Habitat Conservation Plan

Previously, the larger Lake Mathews Golf and Country Club was determined to be consistent under the Western Riverside County Multiple Species Conservation Plan (MSHCP). PCR will coordinate with the U.S. Fish and Wildlife Service (USFWS) and the CDFG (collectively the "wildlife agencies") to determine the project needs to ensure the proposed project remains in compliance with the MSHCP. If it is determined that updated focused plant or wildlife surveys must be conducted and an updated MSHCP/Determination of Biological Equivalent or Superior Preservation (DBESP) report should be prepared, PCR will coordinate with the Hunsaker & Associates to discuss their options.

This task does not cover focused surveys or preparation of a MSHCP/DBESP Compliance report. If either is needed, PCR will submit a separate Scope of Work for the tasks necessary to complete those tasks.

Task 7: Project Team Coordination & Management

The PCR project manager will be the primary point-of-contact responsible for the day-to-day coordination and oversight of the environmental permit review process related to biological resources. The project manager will be responsible for the project schedule, budget, and quality of all deliverable products. PCR will be available to coordinate Hunsaker & Associates and the project team's engineers, hydrologists, and planners that are working on the project. Coordination will be essential to acquire the warranted hydrological, cultural, and CEQA documentation needed for incorporation into the permit application packages. This task would also cover the necessary conference calls, up to two project team meetings, follow-up meeting memos/minutes, and general coordination with Hunsaker & Associates or other project team members.



Task 8: Prepare Conceptual Habitat Mitigation Monitoring Plan (If Warranted)

If off-site opportunities are not available or are not acceptable by the regulatory agencies, PCR will research opportunities within the immediate vicinity of the study area to satisfy the mitigation requirements. The initial stage in developing the Conceptual Habitat Mitigation Monitoring Plan (HMMP) is to review project information and documents, develop a set of preliminary mitigation options, and conduct a field investigation of feasibility. The Conceptual HMMP will summarize impacts and propose specific creation, restoration, and/or enhancement strategies that will result in functional gains. Preliminary information will be presented regarding site selection, weed eradication, plant palettes, maintenance procedures, monitoring protocols, and success criteria. At a minimum, the Conceptual HMMP will address mitigation for impacts to jurisdictional wetlands, "waters of U.S." and "waters of the State."

The Conceptual HMMP shall be prepared in accordance with agency guidelines and provide sufficient detail for evaluation of the adequacy of the proposed mitigation. Exhibits shall include both graphical and GIS-based figures. A Water Quality Management Plan (WQMP) section will describe various Best Management Practices (BMPs) to be implemented to address RWQCB requirements. The Conceptual HMMP will be submitted with the regulatory permit applications. PCR will attend necessary meetings and coordinate with agency personnel to ensure approval of the Conceptual HMMP.

This task does not include preparation of a final HMMP. Should the agencies warrant a final HMMP, a separate Scope of Work will be submitted.



BUDGET

PCR reserves the right to transfer fees among line items, as budget flexibility is needed to respond to shifts in effort that invariably occur due to unexpected circumstances. Should the need arise for additional professional services beyond those set forth in the scope of services, PCR will request written authorization from Hunsaker & Associates to proceed prior to the initiation of the additional services. Fees and charges will be billed on a monthly basis in accordance with the schedule of PCR's current Billing Rates and Expense Charges, attached.

As a result, we propose the following budget:

Task	Cost
Task 1: Conduct Field Reconnaissance (including equipment calibrating, maps, materials, travel, and survey)	\$2,520
Task 2: Conduct Jurisdictional Delineation and Prepare Report	\$4,208
Task 3: Prepare Federal & State Regulatory Permit Applications	\$5,555
Task 4: Conduct Off-site Mitigation Research	\$1,310
Task 5: Site Visit and Coordination with Regulatory Agencies	\$2,905
Task 6: Coordinate with U.S. Fish and Wildlife Service and CDFG for Compliance with the Western Riverside County Multiple Species Habitat Conservation Plan	\$1,310
Task 7: Project Team Coordination and Management	\$2,882
ODC: (including equipment, transportation, mileage, reproduction, delivery/postage)	\$570
Total:	\$21,260 *

** These values are allowances; actual costs could be higher or lower. Should actual costs be lower, only actual costs will be billed. Should circumstances cause actual cost to exceed budgets for the line items, additional authorization will be sought prior to exceeding approved budgets.*



OPTIONAL TASKS

The optional items will only be completed if necessary and only if authorized by the County.

Task A:	Conduct Surveys for Least Bell's Vireo (LBV) and Prepare Letter Report	\$6,730
	<ul style="list-style-type: none">• Consists of eight (8) surveys between April 10 and July 31 with a 10-day interval between surveys	
Task B:	Conduct Surveys for Southwestern Willow Flycatcher and Prepare Letter Report	\$1,175
	<ul style="list-style-type: none">• Consists of five (5) surveys between May 15 and July 17• The five (5) surveys can be conducted concurrently with the LBV surveys for a cost savings. Therefore, the cost associated with this task is only for preparation of the letter report.	
Task C:	Conduct Phase I & II Burrowing Owl Habitat Assessment and Burrow Survey	\$1,025
Task D:	Conduct Phase III Focused Burrowing Owl Surveys	\$2,360
	<ul style="list-style-type: none">• Consists of four (4) focused surveys• One (1) of the four (4) focused surveys can be conducted concurrently with the Phase I & II Burrowing Owl Habitat Assessment and Burrow Survey for a cost savings.	
Task E:	Prepare Burrowing Owl Letter Report	\$1,775
Task F:	Conduct Sensitive Plant Surveys and Prepare Letter Report	\$4,610
	<ul style="list-style-type: none">• Consists of two (2) separate plant surveys to ensure coverage of plants in respective blooming periods	
Task G:	Prepare Conceptual Habitat Mitigation Monitoring Plan (If Warranted)	\$6,163
Task H:	Prepare Final Habitat Mitigation Monitoring Plan (HMMP)	\$3,895
	<ul style="list-style-type: none">• A cost estimate for a conceptual HMMP was included in the September 8, 2010 proposal. This task covers the preparation of the final HMMP which includes revisions to the conceptual HMMP and suggested changes as warranted by the regulatory agencies.	
Task I:	Prepare Western Riverside County MSHCP/DBESP Compliance document	\$6,690
	<ul style="list-style-type: none">• The September 8, 2010 proposal indicated in Task 6 that PCR would coordinate with the USFWS and CDFG to determine if the previously prepared MSHCP/DBESP compliance document would satisfy the Fairway Road project. It further indicated that the cost did not include preparation of a new MSHCP/DBESP compliance document for the Fairway Drive project if the USFWS and CDFG required an updated document. This cost covers the preparation of an updated MSHCP/DBESP compliance document.	

We also propose the following contingency: The budget for this project is based upon the analysis of one development plan. The cost of additional unforeseen analyses based on changes to the development plan or extensive edits necessary due to comments from the project team are not included in the cost for this task. All fees and out-of-scope services will be based on the attached rate schedule.



SCHEDULE

PCR proposes to complete the field reconnaissance and jurisdictional delineation within four (4) weeks of being given authorization to proceed, as indicated below, with the jurisdictional delineation to follow two (2) weeks thereafter. The regulatory applications will be *submitted* to the agencies four weeks after the completion of the jurisdictional delineation report and receipt of all items from Hunsaker & Associates listed below.

Deliverable Products:

PCR will produce for the Hunsaker & Associates the following products:*

1. One electronic copy and two had copies of the final Jurisdictional Delineation report.
2. One electronic copy of the draft Regulatory Permit Application Package.
3. One electronic and four hard copies of the final Permit Application Package three of which will be submitted directly to the ACOE, RWQCB, and the CDFG.
4. One electronic copy and two had copies of the final Least Bell's Vireo Letter report (If Warranted).
5. One electronic copy and two had copies of the final Southwestern Willow Flycatcher Letter report (If Warranted).
6. One electronic copy and two had copies of the final Burrowing Owl Letter report (If Warranted).
7. One electronic copy and two had copies of the final Sensitive Plant Surveys Letter report (If Warranted).
8. One electronic copy of the draft Conceptual HMMP (If Warranted).
9. One electronic copy of the final Conceptual HMMP (If Warranted).
10. One electronic copy of the final MSHCP/DBESP Compliance document (If Warranted).

Hunsaker & Associates, or its authorized representative, will be responsible for providing PCR with the following:

1. Any keys or lock combinations necessary to access the study area.
2. Written authorization, if necessary, to access all portions of the study area.

* Additional copies will be billed on a cost plus 10 percent basis.

Mr. Paul Huddleston
HUNSAKER & ASSOCIATES
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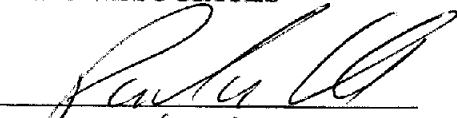


3. Electronic (i.e., AutoCAD or shape file format) copies of any relevant maps of the study area, including aerial photographs and survey quality topographic maps.
4. Four (4) hard copies of topography and detailed development/grading designs including storm drain plans.
5. Copies of all project-related reports (i.e., cultural resources reports, hydrology reports, Water Quality Management Plan, etc.)
6. Four (4) sets of hard copies of all existing CEQA documents (e.g., Environmental Impact Report, Negative Declaration, Mitigated Negative Declaration, Notice of Determination, Notice of Exemption, Conditions of Approval).
7. Copy of the CEQA CDFG fee receipt.
8. RWQCB and CDFG permit application fees.

ACCEPTANCE AND AUTHORIZATION

If this proposal meets with your approval, please sign this letter and return a copy to us for our records.

Accepted and approved:
HUNSAKER & ASSOCIATES

By: 
Date: 11/2/10



PCR 2010 BILLING RATES AND EXPENSE CHARGES

PROFESSIONAL TIME

Biological Services

Principal/Director.....	\$225.00
Associate Principal.....	\$162.00
Principal Biologist.....	\$144.00
Senior Biologist II.....	\$131.00
Senior Biologist I.....	\$117.00
Biologist.....	\$104.00
Associate Biologist.....	\$90.00
Assistant Biologist.....	\$77.00
Technician.....	\$63.00
Intern.....	\$50.00

Support

Senior GIS Specialist/Senior Graphics.....	\$104.00
GIS Specialist.....	\$81.00
Graphics Specialist.....	\$81.00
Publications Specialist.....	\$72.00
Production Specialist.....	\$72.00

DIRECT EXPENSES

Direct expenses will be billed at 115 percent of actual cost, including but not limited to:

- Retention of subcontractors.
- Purchase or rental of project materials and special supplies.
- Reproduction, printing and photographic costs.
- Postage, delivery, telephone and other communication costs when requested or approved by client.
- Project-related mileage necessarily incurred at the prevailing Internal Revenue Service Standard Mileage Rates.

BILLING TERMS

- Unless other contractual terms are agreed upon, PCR invoices on a monthly basis and expects payment 30 days from date of invoice.
- PCR's scheduling commitments are made and taken seriously. However, PCR reserves the right to modify performance schedules in instances where payment of PCR invoices falls behind agreed-upon terms.
- PCR recalibrates its billing rates for professional time at the beginning of each calendar year and reserves the right to raise its billing rates for one or more professional categories by no more than 5 percent twelve months following project initiation.