

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

444 B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
July 26, 2011

SUBJECT: San Jacinto River-Habitat Recovery Monitoring Plan
Project 4-0-00020
Consulting Services Agreement

RECOMMENDED MOTION:

1. Approve the Agreement between the District and AMEC Earth and Environmental, Inc. (Consultant).
2. Authorize the Chairman to execute the Agreement on behalf of the District.

BACKGROUND:

See Page 2.

FINANCIAL:

Sufficient funds are included in District's Proposed Budget for Fiscal Year 2011-12 and will be included in the proposed budget for FYs 2012 through 2014.

KEC:bjj

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA

F.Y. 2011-12 District Cost:	\$80,000	In F.Y. 2011-12 Budget:	Yes
Current F.Y. County Cost:	N/A	Budget Adjustment:	No
Net District Cost:	\$280,000	For Fiscal Years: 2011-12, 2012-13, 2013-14	

SOURCE OF FUNDS: 25140 947460 525440
Zone 4 - Prof. Services for Operations and Maintenance

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Michael R. Shetler

County Executive Office Signature

FISCAL PROCEDURES APPROVED
IVAN M. CHAND, FINANCE DIRECTOR
Ivan M. Chand 6/20/11

FORM APPROVED COUNTY COUNSEL
BY:
NEAL R. KIPNIS, DAVID

Departmental Concurrence

- Dep't Recomm.: Policy Policy
- Consent Consent Consent
- Per Exec. Ofc.:

Prev. Agn. Ref.:

District: 3rd, 5th

Agenda Number:

11.8

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

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

SUBJECT: San Jacinto River-Habitat Recovery Monitoring Plan
Project 4-0-00020
Consulting Services Agreement

SUBMITTAL DATE: July 26, 2011

Page 2

BACKGROUND:

The District is required to implement the San Jacinto River Habitat Recovery Monitoring Plan (HRMP) as part of the regulatory permitting process. A Request for Proposal (RFP) was prepared and sent to known vendors and all qualifying bids were evaluated based on pre-established criteria such as scope of work, qualifications, responsiveness to the RFP, and cost. AMEC Earth and Environmental, Inc. (Consultant) was selected as the most qualified firm through the RFP process. This agreement sets forth the terms and conditions by which Consultant will provide services in support of the District's San Jacinto River-HRMP project.

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

KEC:bjj

CONSULTING SERVICES AGREEMENT

San Jacinto River-Habitat Recovery Monitoring Plan

Project No. 4-0-00020

FY 2010-11 to FY 2013-14

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION

DISTRICT, hereinafter called "DISTRICT", and AMEC EARTH AND ENVIRONMENTAL, INC., a Nevada corporation, hereinafter called "CONSULTANT", hereby agree as follows:

1. PROJECT – CONSULTANT shall perform consulting services for the implementation of the San Jacinto River - Habitat Recovery Monitoring Plan, hereinafter called "HRMP".
2. SCOPE OF SERVICES – CONSULTANT shall, as requested by DISTRICT, furnish tools, equipment, facilities, materials and labor necessary to perform in a complete, skillful and professional manner those consulting services separately described on Attachment "A" attached hereto and made a part hereof.
3. TIME FOR PERFORMANCE – CONSULTANT shall commence performance of services upon receipt of a written Notice to Proceed from DISTRICT, and shall diligently perform the services to full completion by June 30, 2014.
4. COMPENSATION - DISTRICT shall pay CONSULTANT for services performed and expenses incurred in accordance with the standard rates set forth on Attachment "B" (Fee Schedule) attached hereto and made a part hereof. The total amount paid to CONSULTANT under this Agreement shall be determined on a time and authorized expenses basis for a total amount not to exceed two hundred eighty thousand dollars (\$280,000) unless a written amendment to this Agreement is executed by both parties prior to performance of additional services.

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5. PAYMENT - Upon satisfactory performance of CONSULTANT'S services as set forth herein, DISTRICT shall pay CONSULTANT within thirty (30) days after receipt of appropriate monthly invoice(s) from CONSULTANT. CONSULTANT shall keep employee and expense records according to customary accounting methods and such records shall, upon request, be made available for inspection by DISTRICT to verify the invoices of CONSULTANT.

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

7. PERMITS AND RIGHTS OF ENTRY - DISTRICT shall obtain all rights of entry as may be required to allow CONSULTANT to perform the proposed consulting services within and upon privately-owned property. All permits and rights of entry as may be required from any and all affected public entities shall be obtained by CONSULTANT. Sufficient evidence of having obtained such permits and/or rights of entry shall be furnished to DISTRICT by CONSULTANT, prior to initiation of work. CONSULTANT will prosecute the work in such a manner as to minimize public inconvenience and possible hazard, and will restore the streets and other work areas to their original condition and former usefulness as soon as practicable. CONSULTANT shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.

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

1 RIVERSIDE COUNTY FLOOD CONTROL
2 AND WATER CONSERVATION DISTRICT
3 1995 Market Street
4 Riverside, CA 92501
5 Attn: Operation and Maintenance Section

AMEC EARTH AND
ENVIRONMENTAL, INC.
3120 Chicago Avenue, Suite 100
Riverside, CA 92507
Attn: Wes Speake

9. INSURANCE - CONSULTANT shall not commence operations until DISTRICT has been furnished with original Certificate(s) of Insurance and certified original copies of Endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. Without limiting or diminishing CONSULTANT'S obligation to indemnify or hold DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement:

14 A. Workers' Compensation:

15 If CONSULTANT has employees as defined by the State of California,
16 CONSULTANT shall maintain statutory Workers' Compensation Insurance (Coverage
17 A) as prescribed by the laws of the State of California. Policy shall include Employers'
18 Liability (Coverage B) including Occupational Disease with limits not less than
19 \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in
20 favor of DISTRICT and, if applicable, to provide a Borrowed Servant/Alternate
21 Employer Endorsement.
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23 B. Commercial General Liability:

24 Commercial General Liability insurance coverage, including but not limited to,
25 premises liability, unmodified contractual liability, products and completed operations
26 liability, personal and advertising injury, and cross liability coverage, covering claims
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1 which may arise from or out of CONSULTANT'S performance of its obligations
 2 hereunder. Policy shall name the Riverside County Flood Control and Water
 3 Conservation District, the County of Riverside, its agencies, districts, special districts,
 4 and departments, their respective directors, officers, Board of Supervisors, employees,
 5 elected or appointed officials, agents or representatives as additional insureds. Policy's
 6 limit of liability shall not be less than \$1,000,000 per occurrence combined single
 7 limit. If such insurance contains a general aggregate limit, it shall apply separately to
 8 this Agreement or be no less than two (2) times the occurrence limit.

9 C. Vehicle Liability:

10 If vehicles or mobile equipment are used in the performance of the obligations
 11 under this Agreement, then CONSULTANT shall maintain liability insurance for all
 12 owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per
 13 occurrence combined single limit. If such insurance contains a general aggregate limit,
 14 it shall apply separately to this Agreement or be no less than two (2) times the
 15 occurrence limit. Policy shall name the Riverside County Flood Control and Water
 16 Conservation District, the County of Riverside, its agencies, districts, special districts,
 17 and departments, their respective directors, officers, Board of Supervisors, employees,
 18 elected or appointed officials, agents or representatives as additional insureds.

19 D. Professional Liability:

20 CONSULTANT shall maintain Professional Liability Insurance providing
 21 coverage for CONSULTANT'S performance of work included within this Agreement,
 22 with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000
 23 annual aggregate. If CONSULTANT'S Professional Liability Insurance is written on a
 24 claims made basis rather than an occurrence basis, such insurance shall continue
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1 through the term of this Agreement and CONSULTANT shall purchase at his sole
2 expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage);
3 or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date
4 of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates
5 of Insurance that CONSULTANT has maintained continuous coverage with the same
6 or original insurer. Coverage provided under items: 1), 2) or 3) will continue as long
7 as the law allows.

8 E. General Insurance Provisions – All Lines:

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- 10 1. Any insurance carrier providing insurance coverage hereunder shall be
11 admitted to the State of California and have an A.M. BEST rating of not
12 less than an A: VIII (A: 8) unless such requirements are waived, in writing,
13 by the County Risk Manager. If the County Risk Manager waives a
14 requirement for a particular insurer such waiver is only valid for that
15 specific insurer and only for one policy term.
 - 16 2. CONSULTANT must declare its insurance self-insured retention for each
17 coverage required herein. If any such self-insured retention exceed
18 \$500,000 per occurrence each such retention shall have the prior written
19 consent of the County Risk Manager before the commencement of
20 operations under this Agreement. Upon notification of self-insured
21 retention deemed unacceptable to DISTRICT and at the election of the
22 County Risk Manager, CONSULTANT'S carriers shall either: 1) reduce or
23 eliminate such self-insured retention with respect to this Agreement with
24 DISTRICT, or 2) procure a bond which guarantees payment of losses and
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related investigations, claims administration, and defense costs and expenses.

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3. CONSULTANT shall cause their insurance carrier(s) to furnish DISTRICT with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of Endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

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4. It is understood and agreed by the parties hereto that CONSULTANT'S insurance shall be construed as primary insurance and DISTRICT'S

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

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5. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by CONSULTANT has become inadequate.

6. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.

8. CONSULTANT agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

10. INDEMNIFICATION – CONSULTANT shall indemnify and hold harmless DISTRICT (including its officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any liability, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to CONSULTANT'S (including its officers, employees, subcontractors and agents) actual or alleged negligent,

1 reckless or willful misconduct, acts or omissions related to this Agreement, performance
2 under this Agreement, or failure to comply with the requirements of this Agreement,
3 including but not limited to: (a) property damage; (b) bodily injury or death; or (c) any
4 other element of any kind or nature whatsoever.

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

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

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

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

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25 In the event there is conflict between this section and California Civil Code Section
26 2782, this section shall be interpreted to comply with Civil Code Section 2782. Such
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interpretation shall not relieve CONSULTANT from indemnifying DISTRICT or the County of Riverside to the fullest extent allowed by law.

11. WORK PRODUCT - CONSULTANT shall provide all data, materials, drawings, logs and report(s) as set forth in Attachment "A". All work product or deliverables furnished under this Agreement shall be and remain the sole property of DISTRICT. CONSULTANT shall not publish or transfer any material produced or resulting from activities supported by this Agreement without the written consent of the General Manager-Chief Engineer. If any such material is subject to copyright or trademark, the parties agree that the right to any and all copyright and/or trademark in and to the material is expressly reserved to DISTRICT. If any such material is copyrighted, the parties hereto understand and agree that DISTRICT reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such material, in whole or in part, and to authorize others to do so, provided written credit is given the author.

12. CONFIDENTIALITY OF DATA - All financial, statistical, personal, technical or other data and information which is designated confidential by DISTRICT and subsequently made available to CONSULTANT shall not be disclosed (in whole or in part) by CONSULTANT to any third parties and shall be protected by CONSULTANT from unauthorized use and disclosure. The only exception to this shall be if disclosure is approved in advance in writing by DISTRICT or if the disclosure is made to CONSULTANT'S subcontractors as anticipated by this Agreement.

CONSULTANT shall not issue any news release or public relations item regarding designated confidential information or CONSULTANT'S work under this Agreement, without prior review of the contents and written approval by DISTRICT.

These same requirements shall be applicable to any of CONSULTANT'S subcontractors. CONSULTANT shall include the requirements stated in this section in the agreement with any of its subcontractors.

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

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

In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for all services performed in accordance with this Agreement to the date of termination, a total amount which bears the same ratio to the total maximum fee otherwise payable under this Agreement as the services actually bear to the total services necessary for performance of this Agreement. Notwithstanding any of the other provision of this Agreement, CONSULTANT rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, or a willful or material breach

1 of this Agreement by CONSULTANT; or in the event of CONSULTANT'S
 2 unwillingness or inability for any reason whatsoever to perform the duties hereunder; or
 3 if the Agreement is terminated pursuant to Section 20 (NON-DISCRIMINATION). In
 4 such event, CONSULTANT shall not be entitled to any further compensation under this
 5 Agreement. The rights and remedies of DISTRICT provided in this section shall not be
 6 exclusive and are in addition to any other rights and remedies provided by law or under
 7 this Agreement.

8 14. ASSIGNMENT - Neither this Agreement nor any part thereof shall be assigned by
 9 CONSULTANT without the prior written consent of DISTRICT.

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

16 16. PREVAILING WAGE – All workers shall be paid not less than the general prevailing
 17 wage rate of wages and benefits for work of a similar character in the locality in which
 18 the work is performed, as provided in Labor Code Sections 1770 et seq. Pursuant to the
 19 Labor Code, DISTRICT has obtained for the Board of Supervisors of DISTRICT from
 20 the Director of the Department of Industrial Relations, State of California, his
 21 determinations of general prevailing rates of per diem wages applicable to the work and
 22 for holiday and overtime work, including employer payments for health and welfare,
 23 pension, vacation, apprentices and similar purposes for each craft, classification or type of
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workman needed, as set forth on the schedule which is on file at DISTRICT'S office and which will be made available to any interested person upon request.

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3 17. INDEPENDENT CONTRACTOR – CONSULTANT and the agents and employees of
4 CONSULTANT shall act at all times in an independent capacity during the term of this
5 Agreement and in the performance of the services to be rendered hereunder and shall not
6 act as or shall not be and shall not in any manner be considered employees or agents of
7 DISTRICT.

8 18. JURISDICTION/LAW/SEVERABILITY – This Agreement is to be construed in
9 accordance with the laws of the State of California. If any provision of this Agreement is
10 held by a court of competent jurisdiction to be invalid, void or unenforceable, the
11 remaining provisions shall be declared severable and shall be given full force and effect
12 to the extent possible.

13
14 Any legal action, in law or equity related to the performance or interpretation of this
15 Agreement shall be filed only in the Superior Court for the State of California located in
16 Riverside, California, and the parties waive any provision of law providing for a change
17 of venue to another location. Prior to the filing of any legal action, the parties shall be
18 obligated to attend a mediation session with a neutral mediator to try to resolve the
19 dispute.
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21 19. WAIVER – Any waiver by DISTRICT of any breach of any one or more of the terms of
22 this Agreement shall not be constructed to be a waiver of any subsequent or other breach
23 of the same or any other term thereof. Failure on the part of DISTRICT to require exact,
24 full and complete compliance with any terms of this Agreement shall not be construed as
25 in any manner changing the terms hereof, or estopping DISTRICT from enforcement
26 hereof.
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1 20. NON-DISCRIMINATION - In the performance of the terms of this Agreement,
 2 CONSULTANT shall not engage in nor permit others he may employ to engage in
 3 discrimination in the employment of persons because of the race, color, national origin or
 4 ancestry, religion, physical handicap, disability as defined by the Americans with
 5 Disabilities Act (ADA), medical condition, marital status or sex of such persons, in
 6 accordance with the provision of California Labor Code Section 1735.

7 21. NON-APPROPRIATION OF FUNDS - It is mutually agreed and understood that the
 8 obligation(s) of DISTRICT are limited by and contingent upon the availability of
 9 DISTRICT funds for the reimbursement of CONSULTANT'S fees. In the event that such
 10 funds are not forthcoming for any reason, DISTRICT shall immediately notify
 11 CONSULTANT in writing. This agreement shall be deemed terminated and have no
 12 further force and effect immediately on receipt of DISTRICT'S notification by
 13 CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to
 14 reimbursement of its costs in accordance with Section 4 (COMPENSATION).
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

2 _____
(to be filled in by Clerk of the Board)

3 RECOMMENDED FOR APPROVAL:

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

4
5 By 
6 **WARREN D. WILLIAMS**
7 General Manager-Chief Engineer

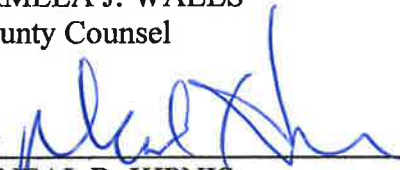
By _____
8 **MARION ASHLEY, Chairman**
9 Riverside County Flood Control and Water
10 Conservation District Board of Supervisors

11 APPROVED AS TO FORM:

ATTEST:

12 **PAMELA J. WALLS**
13 County Counsel

KECIA HARPER-IHEM
Clerk of the Board

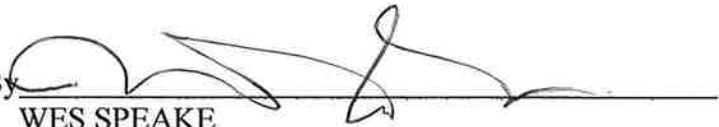
14 By 
15 **NEAL R. KIPNIS**
16 Deputy County Counsel

By _____
17 Deputy

(SEAL)

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26 Consulting Services Agreement
27 San Jacinto River - HRMP
28 6/20/11
KEC:blj

AMEC EARTH AND ENVIRONMENTAL, INC.

By 
WES SPEAKE
Business Unit Manager

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**Consulting Services Agreement
San Jacinto River - HRMP
6/20/11
KEC:blj**

June 15, 2011



**Riverside County Flood Control &
Water Conservation District**

1995 Market Street
Riverside, California 92501
Phone: (951) 955-1280
Attn: Zully Smith, Chief of Operations and Maintenance

**SUBJECT: Proposal to Provide Environmental Services for the San Jacinto River
Habitat Recovery Monitoring Plan (RCFCWCD Project No. 4-0-00020),
Riverside County, CA**

Dear Ms. Smith:

Per your request, AMEC Earth & Environmental, Incorporated (AMEC) is pleased to provide the Riverside County Flood Control and Water Conservation District (RCFCWCD) with this cost proposal to perform environmental services associated with the implementation of the San Jacinto River Habitat Recovery Monitoring Plan (HRMP).

1.0 PROJECT UNDERSTANDING

It is our understanding that the District is seeking an environmental contractor to assist in the implementation of the San Jacinto River Habitat Recovery Monitoring Plan (HRMP). AMEC understands that the scope of services to be performed under this contract includes the following tasks:

Task 1: Maintenance Staff Training: Provide training to District staff to educate staff regarding the general features and functions of wetland/riparian habitats, the sensitive species that use these areas and the State and Federal laws that apply to such habitats and species.

Task 2: Maintenance Monitoring: Per the HRMP, provide quarterly monitoring during the 3-year revegetation effort, for a total of 12 site visits. Provide brief monitoring memos following each monitoring event summarizing the status of the revegetation effort, noting any problems that may affect the progress of native habitat recovery and providing any related recommendations. Notify the District if any sensitive species are incidentally observed during any of the monitoring events.

Task 3: Annual Technical Monitoring: Conduct 1 annual technical assessment in August of each year of the 3-Year revegetation effort. This assessment shall include qualitative site observations, estimates of tree and shrub heights, a complete list of all wildlife species incidentally observed and quantitative measurement from 6 - 50 meter transects, located along the river per the HRMP. Annual Report should also include a summary of the Maintenance Monitoring memos previously prepared. AMEC shall provide the District with technical reports after each visit summarizing the results, including photos taken each year from designated locations. We shall provide the District with 1 electronic draft copy each year for review and once final approval is given from

"This data, furnished in connection with Proposal No. 2011-W-0030, shall not be disclosed out of RCFCWCD and shall not be duplicated, used, or disclosed in whole or in part for any other purpose than to evaluate the proposal; provided, that if a contract is awarded to this offeror as a result of or in connection with the submission of this data RCFCWCD shall have the right to duplicate, use, or disclose the data to the extent provided in the contract. This restriction does not limit the RCFCWCD's right to use information contained in the data if it is obtained from another source without restriction. The data subject to this restriction is contained in this proposal."

AMEC Earth and Environmental, Inc.
3120 Chicago Avenue, Suite 110
Riverside, Ca 92507
Tel: (951)-369-8060
Fax: (951) 369-8035

ATTACHMENT 'A'

Page 1 of 3

the District, provide 1 electronic copy and 3 bound hard copies of the report. Also provide 1 final hard copy and 1 electronic copy to the California Department of Fish and Game.

Task 4: Project Management Meetings and Agency Liaison: Provide project management, meetings and related advisory services.

Task 5 - San Jacinto River Channel Mowing Maintenance

With oversight by AMEC, our sub-contractor will provide mowing services for the Project, if requested in writing by the District. The area will be staked by District staff and mowed by our sub-contractor during the fall. In developing this cost proposal, AMEC has assumed that the mowing will be conducted once per year for the three year period.

Task 6 – Non-Native Plant Control and Trash Removal

AMEC will perform the weed control and trash removal services on an as-needed basis if requested in writing by the District. During the annual Habitat Assessment to be conducted in August, AMEC will identify areas where non-native plant control is needed and locations where trash and debris needs to be removed. Treatment and removal of the non-natives will be initiated in late September and the trash/debris removal will also be conducted at that time. AMEC will conduct another visit in late November and then another in late February. If additional treatment/removal of invasives is needed or additional trash and debris needs to be removed, crews (District or AMEC) could get in and get it done prior to the next nesting season. (For the purposes of this cost proposal we have assumed that weed control and trash removal will occur approximately four times per year for the three year period.)

AMEC's cost proposal includes sufficient staff time to engage and oversee subcontractors to perform this work.

3.0 ASSUMPTIONS

AMEC has made the following general assumptions in developing this scope and cost:

- Proposal costs do not include permit fees payable to regulatory agencies.
- AMEC will be provided with any keys, lock combinations, etc. necessary to gain site access.
- Weed control and trash removal will be conducted on an as-needed basis, but we have assumed approximately four times per year for the three year period.
- Mowing will be conducted once per year (annually) for the three year period.
- This scope does not include efforts to coordinate permits or regulatory correspondence or meetings with regulatory staff other than what has been specified above.

4.0 ESTIMATED COST

Total estimated cost to perform the maintenance training and monitoring, mowing, weed control, non-native plant control services and project management as described above (Tasks 1 and 6 above) is \$272,169. Estimated costs are summarized by Task in Table 1 below.

ATTACHMENT 'A'

**TABLE 1
ESTIMATED COSTS**

Task No.	Task Description	Cost (\$)
Task No. 1	Maintenance Staff Training	\$3,054
Task No. 2	Maintenance Monitoring	\$37,594
Task No. 3	Annual Technical Monitoring:	\$16,614
Task No. 4	Project Management Meetings and Agency Liaison	\$3,477
Task No. 5	San Jacinto River Channel Mowing Maintenance	\$96,882
Task No. 6	Non-Native Plant Control and Trash Removal	\$114,548
TOTAL – TASKS 1 THROUGH 6		\$272,169

Billing for the scope of services described herein shall be in accordance with our existing agreement with the District. If additional effort is required, costs could incrementally increase.

Should you have any questions or comments regarding this proposal and would like to discuss them in detail, please do not hesitate to contact me at (951) 369-8060. Thank you and we look forward to working with you on this project.

Sincerely,



Wes Speake
Business Unit Manager
AMEC Earth & Environmental, Inc.

ATTACHMENT 'A'

AMEC would include appropriate documentation for each invoice, including information on who performed the service and when it was provided. AMEC proposes the following equipment fees and hourly rates for all personnel related to this project.

Table 1. AMEC Fee Schedule by Employee			
Title	Class Code	Standard Rates	Overtime Rates
Field Technician 1	601	\$ 55.00	\$ 82.50
Field Assistant	602	\$ 60.00	\$ 90.00
Field Assistant 2	603	\$ 65.00	\$ 97.50
Associate Biologist	604	\$ 70.00	
Associate Biologist 2	605	\$ 75.00	
Staff Biologist	606	\$ 80.00	
Staff Biologist 2	607	\$ 85.00	
Biologist	608	\$ 90.00	
Biologist 2	609	\$ 95.00	
Biologist 3	610	\$ 100.00	
Senior Biologist	611	\$ 105.00	
Senior Biologist 2	612	\$ 110.00	
Project Manager	613	\$ 115.00	
Project Manager 1	614	\$ 120.00	
Project Manager 2	615	\$ 130.00	
Principal Biologist	616	\$ 140.00	
Senior Project Manager 1	617	\$ 145.00	
Senior Project Manager 2	618	\$ 155.00	
Senior Project Manager 3	619	\$ 165.00	
Program Manager	620	\$ 170.00	
Program Manager	621	\$ 180.00	
Admin/ Clerical/ Admin Assistant	804	\$ 50.00	\$ 75.00
Admin/ Clerical/ Admin Assistant	805	\$ 55.00	\$ 82.50
Admin/ Clerical / Project Admin	806	\$ 60.00	\$ 90.00
Admin/ Clerical/ Word Processing	807	\$ 65.00	\$ 97.50
Admin/ Clerical/ Word Processing	808	\$ 70.00	\$ 105.00
Admin/ Clerical/ Word Processing	809	\$ 75.00	\$ 112.50
Admin/ Clerical/ Word Processing	810	\$ 80.00	\$ 120.00

Table 2. AMEC Other Direct Costs		
Description of Items	Unit	Actual Cost
Printing and Reproductions		
A. Document Production (8x11)	Page	\$ 0.12
B. Document Production (11x17)	Page	\$ 0.25
C. Color Copies	Page	\$ 1.50
D. Plots - C size (Draft)	Page	\$ 5.00
E. Plots - D size (Draft)	Page	\$ 10.00
F. Plots - E size (Draft)	Page	\$ 20.00
Computer		
A. CD Burning	Each	\$ 5.00
B. GIS Plotter	Page/map	\$ 10.00
Vehicle Expenses		
A. Mileage	Mile	\$ 0.55
B. Rental	Each	+ 10%
Delivery Services		
A. Postage	Each	+ 10%
B. Overnight Delivery	Each	+ 10%
C. Courier Service	Each	+ 10%
Communications		
A. Phone	Each	Actual
Miscellaneous		
A. Purchased or Rented Equipment	Each	+ 10%
B. Sherman Live Trap Usage Fee	Each	\$ 0.25 ea. day
C. Materials	Each	+ 10%
D. Subcontractor Fees	Each	+ 10%
E. Expenses (Batteries/Film/Developing, etc.)	Each	+ 10%
F. Lodging/Meals	Each	+ 10%
G. GPS Usage Fee	Day	\$ 25.00
H. Digital Camera Fee	Day	\$ 25.00
I. Differently Corrected GPS Fee	Day	\$ 100.00
J. Burrow Camera	Day	\$ 25.00
* These Other Direct Costs include, but are not limited to, the expenses shown in the above table.		