



SUBMITTAL TO THE BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

101



FROM: Regional Park & Open-Space District

SUBMITTAL DATE:
November 17, 2011

SUBJECT: Hidden Valley Nature Center Well Replacement Project-Design/Engineering Agreement

RECOMMENDED MOTION: That the Board approves and:

- 1. Authorizes the attached Agreement for Consulting Services between the Regional Park & Open-Space District (District) and Engineering Resources of Southern California, Inc., for design and engineering work for the Hidden Valley Nature Center Well Replacement Project;
2. Authorizes the General Manager, or designee, to execute future ministerial amendments to this Agreement;
3. Authorizes the Chair to execute four (4) copies of the Agreement; and
4. Directs the Clerk of the Board to return three (3) copies of the Agreement to the District for transmittal.

BACKGROUND: On September 8, 2011, the District issued a Request for Qualifications from qualified engineering firms to provide design and engineering services related to replacing and expanding the existing well at the Hidden Valley Nature Center. (continued on page 2)

Signature of Scott Bangle, General Manager

Scott Bangle, General Manager

2012-008D SL

Table with 4 columns: FINANCIAL DATA, Current F.Y. Total Cost, Current F.Y. Net County Cost, Annual Net County Cost, In Current Year Budget, Budget Adjustment, For Fiscal Year, Yes/No, 2011-2012

SOURCE OF FUNDS:

Western County Regional Trail Development Impact Fees (100%)

Positions To Be Deleted Per A-30 []

Requires 4/5 Vote []

C.E.O. RECOMMENDATION:

APPROVE

Signature of Michael R. Shetler

Michael R. Shetler

County Executive Office Signature

- Consent [] Policy []
Consent [] Policy []

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

Prev. Agn. Ref.:

District: II

Agenda Number:

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

13.1

FORM APPROVED COUNTY COUNSEL BY: NEAL R. KIPNIS DATE: Departmental Concurrence

SUBJECT: Hidden Valley Nature Center Well Replacement Project-
Design/Engineering Agreement

BACKGROUND: Three firms responded with proposals, all of which were found to be responsive. All responsive proposals were evaluated in conformance with County Policy H-7, and interviews were held. The firm of Engineering Resources of Southern California, Inc., was chosen based on their understanding and approach to the project, experience, and project personnel.

AGREEMENT FOR CONSULTING SERVICES

with the

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

The Riverside County Regional Park and Open-Space District, herein called "DISTRICT" and Engineering Resources, San Bernardino, California, herein called "CONSULTANT," mutually agree as follows:

I. DESCRIPTION

The CONSULTANT shall render services to the DISTRICT as described in this Agreement for the "project" described as follows:

Engineering Design Services for the Hidden Valley Nature Center Well Replacement Project of the Riverside County Regional Park and Open-Space District, Riverside County, State of California

The following documents are incorporated into and made part of this Agreement:

Exhibit A: CONSULTANT Fees

Exhibit B: CONSULTANT Proposal

Exhibit C: DISTRICT Request for Qualifications #PKARC 123 (Not attached)

Exhibit D: Period of Performance

In the event of a conflict between the terms of the documents made part of this Agreement, the following apply: The terms of this Agreement shall take precedence over the Exhibits. Exhibits A, C & D shall take precedence over Exhibit B.

II. CONSULTANT'S SERVICES:

The CONSULTANT shall render the following services and usual related services. Scope of services shall be agreed upon in writing prior to commencement of the project.

A. Design and Engineering Services:

The CONSULTANT shall assign a project manager to the project. The same project manager shall manage the project from inception to completion. The work will proceed in the following order:

1. Survey Work and Calculations

The DISTRICT will provide the CONSULTANT with the most current topographic survey. The CONSULTANT will review this information and complete additional survey work as necessary.

The CONSULTANT shall inspect the site and the surrounding area.

CONSULTANT shall meet with DISTRICT and staff of the Hidden Valley Nature Center

(Center) to learn about the existing system, the needs of the new system, and ways to integrate the new system into the existing site.

CONSULTANT shall plan to visit the Center and the surrounding area as required to do any research. CONSULTANT shall plan at least three (3) meetings with DISTRICT and Center staff for purposes of the water system.

2. Design

A. Program Refinement/Preliminary Site Plan Design:

The CONSULTANT shall create two (2) preliminary site plans for DISTRICT review showing the layout of the proposed well and pumps, and showing two (2) different, alternative tank designs and locations.

The DISTRICT will approve or ask for revisions to the site plans and respond in writing. The site plan will be revised, as necessary, by the CONSULTANT. The CONSULTANT will present the revised site plan to the DISTRICT a second time for final approval. Final approval and comments will be given to the CONSULTANT by the DISTRICT in writing.

The CONSULTANT shall prepare a detailed cost estimate for all categories of work. In addition, the CONSULTANT will price out all of the categories of cost that a cost estimation typically does not include such as permitting fees, utility connection fees, and any and all other costs so that the DISTRICT receives a complete cost estimate.

The CONSULTANT shall conduct a geotechnical study for the location of the water tank. The study will need to address what requirements must be met from a geotechnical standpoint for placing the water tank at that location.

The CONSULTANT should anticipate two (2) meetings for this portion of the project.

B. Final Site Plan Design and Building Costs:

Upon approval of the preliminary site plan, the CONSULTANT shall develop a final site plan showing the entire area where improvements will be made.

The CONSULTANT shall address requirements of all State and local agencies with jurisdiction over the project and utility connections involved in this project. CONSULTANT shall describe, in writing, what steps are involved in getting project approved for construction; including the submittal of project through the Riverside County Economic Development Agency (building permits/inspections), health departments, fire departments, water boards and any and all other departments or agencies of relevance.

The CONSULTANT shall also prepare an estimated time schedule for the design and construction phases of the project.

The CONSULTANT will present the final site plan, feature plans, outline specifications, cost estimate, and schedule to the DISTRICT. CONSULTANT should expect some revisions and to resubmit the documents once. Final approval

will be given to the CONSULTANT by the DISTRICT in writing.

The CONSULTANT should anticipate two (2) meetings for this portion of the project.

3. Construction Documents

The construction documents shall be prepared to industry standards and State and local codes, and shall include drawings and specifications. They shall contain all required site plans, utility site plans, plans, profiles, sections and details to describe the work clearly and completely and reference the work to applicable standards and codes.

The contents of the construction documents are to be satisfactory to all governing agencies from whom approvals are needed. **Submitting drawings and securing approvals from all governing agencies will be the responsibility of the CONSULTANT.**

Identification of all governing agencies having jurisdiction over the project, and applying to them for permits, will be the responsibility of the CONSULTANT. The CONSULTANT shall communicate with all governing agencies in the early stages of the project so the CONSULTANT can determine all requirements relating to the project. The CONSULTANT will alert the DISTRICT of the requirement for any lengthy and/or expensive reports and studies, well in advance of the need for their completion, so that the schedule and funding impact may be understood, clearly, by the DISTRICT early in the project.

Complete construction documents shall have all necessary government agency approvals and will be ready to bid.

Once the construction documents are complete they shall be delivered to the DISTRICT per "4. Miscellaneous Provisions" below.

4. Miscellaneous Provisions

The CONSULTANT shall provide four (4) full-sized sets of signed, and sealed, bond copies of the 100% complete construction drawings and one (1) electronic copy of the construction drawings on a compact disc in AutoCAD 2010 (or compatible computer-aided drafting software) and PDF Professional to the DISTRICT. The CONSULTANT shall also supply electronic files of construction drawings to the DISTRICT designated reproduction company. The DISTRICT will bear reproduction costs for additional sets for DISTRICT use thereafter.

Technical specifications shall be provided by the CONSULTANT. A sample of DISTRICT format will be provided by the District. Font style, font size and format of specifications shall conform with DISTRICT's sample.

The DISTRICT will provide the CONSULTANT with an electronic version of its front-end bid documents and the General Conditions.

Four (4) hard copies of the technical specifications shall be submitted to the DISTRICT, along with two (2) electronic copies (one each in Microsoft Word 2007 and PDF) on a compact disc. The CONSULTANT shall supply electronic files of the technical

specifications to the DISTRICT designated reproduction company. The DISTRICT will bear reproduction costs thereafter for further copies of specifications for DISTRICT use.

B. Bidding and Construction Administration Services:

During the bidding phase, the CONSULTANT shall be available to furnish clarifications, details, consultation, and advice to the DISTRICT to ensure proper bidding of the project. In addition, the CONSULTANT shall attend the "Pre-Bid" conference with the contractors.

The CONSULTANT shall attend the bid opening, review all bids and make a recommendation to the DISTRICT regarding the lowest responsible bidder.

During the course of construction, the CONSULTANT shall be available to furnish plan clarifications, details, and consultation to the DISTRICT, and shall review and approve shop drawings/submissions. The CONSULTANT shall provide advice to the County to ensure proper completion of all work.

The CONSULTANT shall attend the "pre-construction" conference. The CONSULTANT shall make inspections as requested by the DISTRICT, but no more than once per week.

3. NOT-TO-EXCEED FEES:

A not-to-exceed fee is interpreted as the ceiling given on a project where hourly fees will be assessed, but only up to the not-to-exceed amount. If further work is needed or requested by the DISTRICT, written approval to go over the not-to-exceed figure must be given by the DISTRICT. The not-to-exceed figure is the CONSULTANT's best, educated estimate of what a project should cost. It is used by the DISTRICT for budgetary purposes.

Additional fee will be approved only when the CONSULTANT demonstrates that the scope of work for a project has been enlarged beyond what was originally described in the original project scope.

All printing costs and other costs associated with advertising the project for construction bids will be paid by the DISTRICT.

4. EXTRA WORK

Extra work shall be performed only when requested or approved by the DISTRICT in advance and in writing. The CONSULTANT will provide an estimated cost of the extra services before agreement is signed by the CONSULTANT and the DISTRICT. Extra work shall include, but not be limited to:

- A. Making special surveys and special analysis of the DISTRICT's needs to clarify requirements of the project when requested by the DISTRICT.
- B. Making measured drawings of existing construction when required for planning additional construction.
- C. Revising drawings and specifications previously approved by the Board of Directors.
- D. Consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services as may be required in connection with the replacement of such work.

- E. Arranging for the work to proceed should the CONSULTANT default due to delinquency or insolvency.
- F. Making an inspection of the project prior to expiration of the guarantee period and reporting observed discrepancies under guarantees provided by the construction contracts, if requested by the DISTRICT.
- G. Preparing plans or specifications for correction of defects of construction discovered after completion, or letting contracts of supervising construction for such correction; preparing for or participating in litigation arising out of the construction contract or defects of construction, whether before or after completion; or the enforcement of guarantees or warranties, so long as this is not the responsibility of the CONSULTANT.

III. CONSULTANT'S COMPENSATION

A. Determination of Amount

- 1. For the services described above, the DISTRICT shall pay to the CONSULTANT, the fees described in Exhibit A as full payment for all services under this Agreement, including all costs or expenses incurred by the CONSULTANT.
- 2. For extra work performed by the CONSULTANT, the DISTRICT shall pay to the CONSULTANT according to the hourly rates submitted by the CONSULTANT in response to the RFQ Proposal Fee Form, provided that the performance of said extra work has been requested and approved by the DISTRICT in writing, and after receipt of a written estimate from the CONSULTANT.
- 3. The CONSULTANT shall be responsible for all its costs and expenses related to the performance of its service under this Agreement.

B. Payment

- 1. Not-To-Exceed Fees:
The DISTRICT shall pay the CONSULTANT, upon submission of an invoice, monthly, and per the negotiated fee after the performance of the work. The extent of the services completed by the CONSULTANT will be verified by the DISTRICT prior to processing any payment.

IV. DUTIES OF CONSULTANT

- A. The CONSULTANT's services shall be performed in such a manner and form that will secure approval of any local, state or federal agency having jurisdiction over the work. The CONSULTANT is responsible to procure all agency approvals. The CONSULTANT shall furnish all engineering information and data necessary to meet the requirements of such agencies and as needed by the DISTRICT to secure financing.
- B. The CONSULTANT shall employ or engage all sub-consultants or other persons necessary to enable the CONSULTANT to perform the services under this Agreement, and the CONSULTANT shall be responsible for their compensation.

- C. The CONSULTANT shall obtain and maintain during the term of performance of this Agreement such Worker's Compensation insurance as required by law.
- D. The CONSULTANT shall pay a licensed geotechnical and soils testing firm to perform all necessary soils testing and furnish the DISTRICT with a copy of the soils testing results.
- E. The CONSULTANT shall obtain and maintain insurance as follows:

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

1. Workers' Compensation:

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

2. Commercial General Liability:

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

3. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT and the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, Board of Directors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

4. Professional Liability Insurance:

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

the term of this Agreement and CONSULTANT shall purchase at his sole expense either: 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

F. General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County's Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one (1) policy term.
2. The CONSULTANT's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County's Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the DISTRICT, and at the election of the County's Risk Manager, CONSULTANT's carriers shall either: 1) reduce or eliminate such self-insured retention as respects this Agreement with the DISTRICT; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3. CONSULTANT shall cause CONSULTANT's insurance carrier(s) to furnish the DISTRICT with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County's 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 the 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 the 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. *CONSULTANT shall not commence operations until the DISTRICT has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

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

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

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 the 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's Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.
6. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subconsultants working under this Agreement.
7. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the 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.

V. DUTIES OF THE DISTRICT

- A. The DISTRICT shall make available to the CONSULTANT all pertinent information which it has relating to the purpose and use of the project.
- B. The DISTRICT shall furnish the CONSULTANT with the most recent topographic survey of the property. The CONSULTANT will complete additional survey work as necessary.
- C. The DISTRICT shall pay a licensed testing and abatement contractor to test for hazardous materials and abate them as necessary upon request of CONSULTANT.
- D. The DISTRICT shall pay all plan check fees required by any local, state or federal agency. The DISTRICT shall also pay all required permitting fees for any local, state or federal agency.
- E. The DISTRICT shall promptly consider and act upon written requests or recommendations of the CONSULTANT including requests for information or services needed by the CONSULTANT to proceed with the Work.

VI. DOCUMENTS

All completed documents, including but not limited to plans and specifications, prepared by the CONSULTANT shall be the property of the DISTRICT.

The CONSULTANT shall provide four (4) full-sized sets of signed, and sealed, bond copies of the 100% complete construction drawings and one (1) electronic copy of the construction drawings on a compact disc in AutoCAD 2010, or compatible computer-aided drafting software, to the DISTRICT. The CONSULTANT shall also supply electronic files of the construction drawings to the DISTRICT designated reproduction company. The DISTRICT will bear reproduction costs for additional sets for DISTRICT use thereafter.

Technical specifications shall be provided by the CONSULTANT in Microsoft Word in the format determined by the DISTRICT in the RFQ.

The DISTRICT will provide electronic copies of its front end bid documents and the General Conditions.

Four (4) hard copies of the technical specifications shall be submitted to the DISTRICT and one (1) electronic copy on a compact disc. The CONSULTANT shall supply electronic files of the technical specifications to the DISTRICT designated reproduction company. The DISTRICT will bear reproduction costs thereafter for further copies of specifications for DISTRICT use.

VIII. LIABILITY AND INDEMNIFICATION

The CONSULTANT agrees to and shall indemnify and hold harmless the DISTRICT, County of Riverside, its Agencies, Departments, Districts and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter individually and collectively referred to as "Indemnitees") from:

- A. All liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings to the extent caused by any alleged or actual negligence, recklessness, willful misconduct, error or omission of CONSULTANT, its directors, officers, partners, employees, agents or representatives or any person or organization for whom CONSULTANT is responsible, arising out of or from the performance of professional services under this Agreement; and
- B. All liability, including but not limited to, loss, suits, damage, claims and demands, based upon any alleged or actual act, error, omission, or occurrence of CONSULTANT, its directors, officers, partners, employees, agents or representatives or any person or organization for whom CONSULTANT is responsible, arising out of, in connection with, resulting from conditions created by CONSULTANT, or caused by the CONSULTANT's performance or failure of performance of any work or services, other than professional services covered under Section 'A' above, under this Agreement.

As respects each and every indemnification herein CONSULTANT shall defend and pay, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, and defense and settlements or awards against the Indemnitees.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnitees as set forth herein.

CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to Indemnitees the appropriate form of dismissal relieving Indemnitees from any liability for the action or claim involved.

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

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

IX. TERMINATION

Either party may terminate and cancel this Agreement for cause, after fifteen (15) days written notice to the other, for substantial breach of this Agreement or unreasonable delay in the performance of any obligation under this Agreement.

Notwithstanding the foregoing provision, the DISTRICT shall have the right upon completion of any phase of the CONSULTANT's service, or at any time if the DISTRICT decided to suspend or abandon the project, to terminate this Agreement upon written notice to that effect given to the CONSULTANT.

If the termination as herein provided is for other than default or delay of the CONSULTANT, the CONSULTANT shall be paid pursuant to this Agreement for its service on each completed section, and for any section in such proportion as the service actually performed bears to the total service which would be required for the completion of such section and no further compensation shall be paid to the CONSULTANT. If the termination is for default or delay of the CONSULTANT, it shall be paid on a similar basis less actual damages suffered by the DISTRICT as a result.

X. MISCELLANEOUS PROVISIONS

- A. Section and Sub-Section Approvals: Written approval by the DISTRICT for any phase of the CONSULTANT's services under this Agreement shall be considered as authorization to the CONSULTANT to proceed with the next successive phase, unless the DISTRICT otherwise specifies.
- B. Project Segregation: Unless otherwise required by the DISTRICT prior to the commencement of services, the drawings, specifications and other documents shall be prepared so that all of the Work on the project may be executed under a single construction contract.

If the DISTRICT and the CONSULTANT decide to phase the project or have additive or deductive alternates, reasonably segregatable portions of the project will be identified as alternates or for omission from the Work. In that event the CONSULTANT shall not be entitled to any extra compensation for such service.

If the decision to phase the project or have additive or deductive alternates occurs after the commencement of services, the CONSULTANT will be entitled to extra compensation. The amount will be based on the actual amount of work completed when the decision was made and will be agreed to by both the DISTRICT and the CONSULTANT.

In the event that phasing or alternates are used and separate construction contracts will be needed or additional work on the part of the CONSULTANT is needed, the DISTRICT and the CONSULTANT shall, in writing, agree in advance of the performance of this work on the nature and extent thereof and the amount of additional compensation, if any, to be paid to the CONSULTANT.

- C. Assignment: This Agreement shall not be assignable, in full or in part, by the CONSULTANT without prior written consent of the DISTRICT.

- D. DISTRICT's Representative: The General Manager of the DISTRICT, 4600 Crestmore Road, Riverside, CA 92509, or designee, shall represent the DISTRICT in all discussions and/or conferences with the CONSULTANT and other County departments and agencies not requiring the actions of the DISTRICT's governing body. A written summary of conclusions reached at any such conference may be required of the CONSULTANT by the DISTRICT's representative.
- E. Notices: Any notice or communication under this Agreement shall be transmitted to the parties at the addresses shown under the signature lines of this Agreement.
- F. Mediations: Any claim, dispute or other matter in question arising out of, or related to, this Agreement shall be subject to mediation prior to the institution of legal or equitable proceedings by either party.
- G. Release of Information to the Public: The CONSULTANT shall consider all information regarding the proposed project as confidential information. Any request for information from others shall be directed to the DISTRICT. This provision shall not apply if maintaining confidentiality would violate the law; create the risk of significant harm to the public; prevent the CONSULTANT from establishing or defending a claim.
- H. Time of Completion: The contract duration for design services will be forty-five (45) calendar days. The CONSULTANT shall commence work within fifteen (15) calendar days after its receipt of the Notice to Proceed. The design duration includes the submission of documents to all agencies and receiving approval from these agencies. CONSULTANT must identify which agencies will be involved, what their concerns are and determine how to address these issues as expeditiously as possible. The construction portion of the contract is expected to last forty-five (45) days, and will immediately follow the design period. Completion of the project is expected in June 2012.

The CONSULTANT acknowledges and accepts the DISTRICT's schedule. The CONSULTANT and the DISTRICT shall establish milestones for all portions of the work. The mutually established dates shall be firmly maintained. The CONSULTANT shall confirm and update schedules as necessary and as described in the RFQ.

- I. Governing Law: This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court for the State of California located in Riverside, California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.
- J. Independent Consultant: The CONSULTANT is, for purposes arising out of this contract, an independent contractor and shall not be deemed an employee of the DISTRICT. It is expressly understood and agreed that the CONSULTANT shall in no event, as a result of this contract, be entitled to any benefits to which DISTRICT employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. CONSULTANT hereby holds DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement. It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligation hereunder is subject to the control or direction of DISTRICT merely as to the result to be

accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

- K. Compliance: The CONSULTANT warrants and certifies that, in the performance of this Agreement, it shall comply with all applicable laws, rules, regulations and orders of the United States, the State of California, and the County of Riverside, including the laws and regulations pertaining to labor, wages, hours and other conditions of employment. The CONSULTANT further warrants and certifies that it shall comply with new, amended, or revised laws, regulations and/or procedures that apply to the performance of this Agreement.
- L. Severability: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall deem to be merged herein. Any modifications to the terms of this Agreement shall be in writing and incorporated herein and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

Owner

Riverside County Regional Park and
Open-Space District
4600 Crestmore Road
Jurupa Valley, CA 92509

Attest:

Clerk of the Board

By: _____

By: _____

Dated: _____

Dated: _____

Consultant

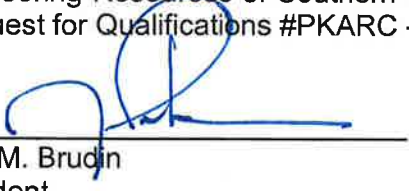
Engineering Resources of Southern California, Inc.
1820 Commercenter Circle
San Bernardino, CA 92408

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis 11/12/06
NEAL R. KIPNIS DATE

By: 
John M. Brudin
President

Dated: 11.1.06

Engineering Resources of Southern California, Inc. acknowledges that they are in receipt of Exhibit C
"Request for Qualifications #PKARC - 123"

By: 
John M. Brudin
President

Dated: 11.1.06

EXHIBIT A

**Statement of Qualifications Form and Fee Schedule
Hidden Valley Nature Center Well Replacement
Consultant Design and Engineering Services Project**

Name of Firm submitting this proposal:

ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.

Date: OCTOBER 3, 2011

The consultant undersigned having carefully read and examined the entire Request for Qualifications document, and any addendum issued, reviewed any reference material available, and having carefully examined the site for the proposed project and related work, hereby proposes and agrees to furnish all design/engineering services, including; labor, material, equipment, transportation, tools and other necessary items to do and complete all the work requested for the project as set forth in the Request for Qualifications for the lump sum price(s) shown on this proposal.

The consultant is advised that this project must be under actual construction **by June 2012**.

The costs (each of the services to be provided) are to be based on a not-to-exceed lump sum basis, including all applicable taxes.

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PROPOSAL FEE FORM

Item	Proposal Price
A. Design and Engineering Services	
1. Survey Work and Calculations	\$ <u>1,500</u>
2. Design	\$ <u>9,100</u>
B. Construction Documents	
1. Drawings	\$ <u>33,200</u>
2. Technical Specifications	\$ <u>3,000</u>
3. Cost Estimation	\$ <u>1,000</u>
C. Bidding & Construction Admin Services	\$ <u>14,100</u>
D. Additional Survey Work (if needed)	\$ <u>5,115</u>
E. Geotechnical Work	\$ <u>6,660</u>

TOTAL COST FOR THIS PROJECT \$ 73,675
(In Numbers)

Seventy-three thousand six hundred seventy-five & no/100 Dollars
(In Words)

Consultant shall attached an hourly rate sheet to this form for use for extra services, if there is a need.



SCHEDULE OF HOURLY BILLING RATES

(EFFECTIVE JANUARY 1, 2010)

PRINCIPAL/PRESIDENT	\$185.00	PRINCIPAL PLANNER	\$130.00
PRINCIPAL/VICE PRESIDENT	175.00	SENIOR PLANNER	110.00
SENIOR PRINCIPAL ENGINEER	165.00		
PRINCIPAL ENGINEER	155.00		
ENGINEER V	130.00	ADMINISTRATIVE SERVS. MANAGER	\$ 75.00
ENGINEER IV	110.00	EXECUTIVE SECRETARY	65.00
ENGINEER III	105.00	SECRETARY	55.00
ENGINEER II	90.00		
ENGINEER I	75.00		
SENIOR ENGINEERING TECHNICIAN	\$115.00	ENGINEERING AIDE II	\$ 45.00
ENGINEERING TECHNICIAN II	95.00	ENGINEERING AIDE I	35.00
ENGINEERING TECHNICIAN I	75.00		
ENGINEERING TECHNICIAN	55.00		

CONSTRUCTION MANAGER	2.6 X DIRECT SALARY
RESIDENT ENGINEER	2.6 X DIRECT SALARY
SENIOR INSPECTOR	2.6 X DIRECT SALARY
INSPECTOR	2.6 X DIRECT SALARY

MILEAGE	\$0.65/MILE
DIRECT COST	COST + 20%

TESTIMONY UNDER OATH WILL BE BILLED AT \$350 PER HOUR
WITH A FOUR (4) HOUR MINIMUM

QUALIFICATIONS PROPOSAL

TO

**RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT**

FOR THE

***HIDDEN VALLEY NATURE CENTER WELL
REPLACEMENT PROJECT***

OCTOBER 3, 2011

**ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.
1820 COMMERCENTER CIRCLE
SAN BERNARDINO CA 92408
909/890-1255**

STATEMENT OF QUALIFICATIONS COVER SHEET

(Fill In **COMPLETELY** and place In Statement of Qualifications (SOQ)
as one of the first five sheets)

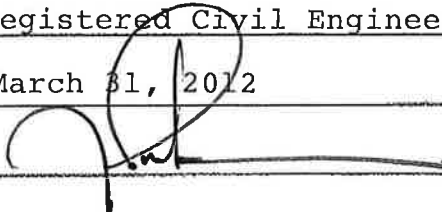
Firm name:	Engineering Resources of Southern CA, Inc.
Firm address:	1820 Commercenter Circle
	San Bernardino CA 92408
Phone:	909/890-1255
Fax:	909/890-0995
Email address:	jegan@erscinc.com
Type of Organization: (i.e. corporation, partnership, etc.)	Corporation
Authorizing Agent:	John M. Brudin (Name Printed)
	President (Title)
Professional Registration:	Registered Civil Engineer - C41836
Expiration Date:	March 31, 2012
Signature:	
Date:	September 29, 2011
List Each Addendum Received:	

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SECTION 1

FIRM INFORMATION

Engineering Resources of Southern California, Inc., (ERSC) was established in 1996, purpose being the creation of a full-spectrum consulting engineering firm with professionals available to provide a broad range of engineering, planning, and inspection services primarily to the public sector. Services, then, are most often provided for county departments, municipalities, and special districts. Thus, much of the work completed by *ERSC* staff has been that for agencies responsible for reliable and safe water supply by municipal water departments, special water districts, and county special districts. Foundation of the company is based on providing our clients with the highest quality of professional services in an efficient, expedient, and cost-effective manner.

ERSC has offices centrally located throughout the Inland Empire in Hemet, San Bernardino, and Indio. Total staff of the firm is currently 31, eight of whom are Registered Civil Engineers or Land Surveyors in California and other states. Services for this project will be managed and conducted by staff of our nearby San Bernardino office.

SECTION 2

PROJECT TEAM AND EXPERIENCE

ERSC's project management team will be composed of extremely well-experienced senior members from our San Bernardino office. Mr. Ron Worthington, Vice President and Principal, will serve as Principal-in-Charge with Mr. John Egan, Principal Engineer, assigned as Project Manager for the project.

Mr. Worthington has accumulated over 35 years of professional experience directed to the planning, design, and construction management of various water resource projects. These involve potable water supply as well as wastewater and reclaimed water system management. He has been responsible for the design, preparation of contract documents, and construction services for numerous pumping stations and well equipping projects, as well as major water transmission pipelines and storage reservoirs. A Registered Engineer, Mr. Worthington will provide oversight of project conceptual development, technical review of design criteria and of the design and specification documents to ensure technical integrity, consistency, and completeness. In this role, he will also perform a final level of QA/QC for the team.

Recent similar projects for which Mr. Worthington has been responsible include three major booster pumping stations for the West Valley Water District aggregating to over 40 MGD capacity, storage reservoirs, pipelines, and well construction/equipping. Mr. Worthington provided technical review similar to that proposed for the District's project for pump station and well equipping projects for the City of Loma Linda and Twentynine Palms Water District for which Mr. John Egan was Project Manager. Mr. Worthington will be available on an as-needed basis for technical reviews.

Project Manager for the project will be Mr. John Egan, P.E. Mr. Egan has worked extensively throughout a long career with many water agencies in planning, design, and construction management of water supply projects. As Project Manager, Mr. Egan will be responsible for the evolution of the District's concept to

Engineering Resources of Southern California, Inc.

reality through management of the *ERSC* team and interaction with the District's Project Manager. He will supervise and oversee all investigation and design efforts and will be responsible for contact and coordination with the District's Project Manager; scheduling and conduct of review meetings; coordination and subconsultant services; and preparation, review, and submittal of the plans, specifications, and cost estimate documents.

Indicative of Mr. Egan's directly related experience are the following projects for which services were completed in recent years.

- ◆ City of Loma Linda - Richardson Well No. 6
- ◆ Twentynine Palms Water District - Three Booster Pumping Stations and Two Reservoirs for Project 2009; Construction and Equipping of Well 17
- ◆ Hi-Desert Water District - Well Nos. 9 and 14 Blending Reservoir and Booster Pumping Station
- ◆ Arrowbear Park County Water District - Design, Preparation of Construction Documents for Equipping of Well No. 2 and Uranium Treatment Plant

Additional details of these projects are provided in Section 3, "Related Public Works/Well Projects". Mr. Egan's resume is further reinforced by his experience in design and construction management of over 35 wells and 20 booster pumping stations in previous years. Copy of his resume and that of Mr. Worthington are the final pages of this section.

Proposed *ERSC* team members, aside from the Project Principal and Project Manager, who will work on the project, their location and assignment/role in conduct of the project are displayed on the following pages. Included are three subconsultants, W.A. Doby Engineering, Inc. for electrical design, Geotek, Inc. for geotechnical investigation and The Prizm Group for survey and mapping.

John Patterson
Senior Engineering Technician
Engineering Resources
1820 Commercenter Circle
San Bernardino CA 92408
Tel. 909/890-1255
email: jpatterson@erscinc.com

John Patterson will be assigned responsibility for detailed piping layouts, building enclosures, detailed grading, drainage and horizontal control, quantity takeoffs, and cost estimates.

Jazz Goodie
Engineering Technician II
Engineering of Resources
1820 Commercenter Circle
San Bernardino CA 92408
Tel. 909/890-1255
email: jgoodie@erscinc.com

Jazz Goodie's efforts will include plan preparation for the pumping station, well equipment, and distribution pipelines.

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**Saroj K.Joshi, P.E., PhD
Mike Milam, EIT
W.A. Doby Engineering, Inc.
Electrical/Control Systems Design
3273 North E Street, Suite E
San Bernardino CA 92405
Tel. 909/881-4223
email: wadoby@verizon.net**

Electrical service, distribution, and controls design will be conducted by the subconsultant firm of **W.A. Doby Engineering, Inc.**, This firm teamed with **ERSC** in design of Hi-Desert Water District's Wells 9 and 14 Blending Station, Richardson Well No. 6 for the City of Loma Linda, and three booster pumping stations and Well17 for Twentynine Palms Water District.

**Ed LaMont, CEG
Anna Scott, Project Geologist
Geotek, Inc.
Geotechnical Services
710 East Parkridge Ave., Suite 105
Corona CA 92879
Tel. 951/710-1100
email: elamont@geotekusa.com**

Anna Scott, Project Geologist will be responsible for soils and geotechnical investigation and report and derivation of recommendations regarding site grading and reservoir foundation, with oversight and review by Mr. Ed LaMont, CED, Principal Geologist.

**Vince Kleppe, P.E., P.L.S.
The Prizm Group
Field Survey Services
310 N. Cota Street, Suite I
Corona CA 92880
Tel. 951/737-4406
email: vince@the-prizm-group.com**

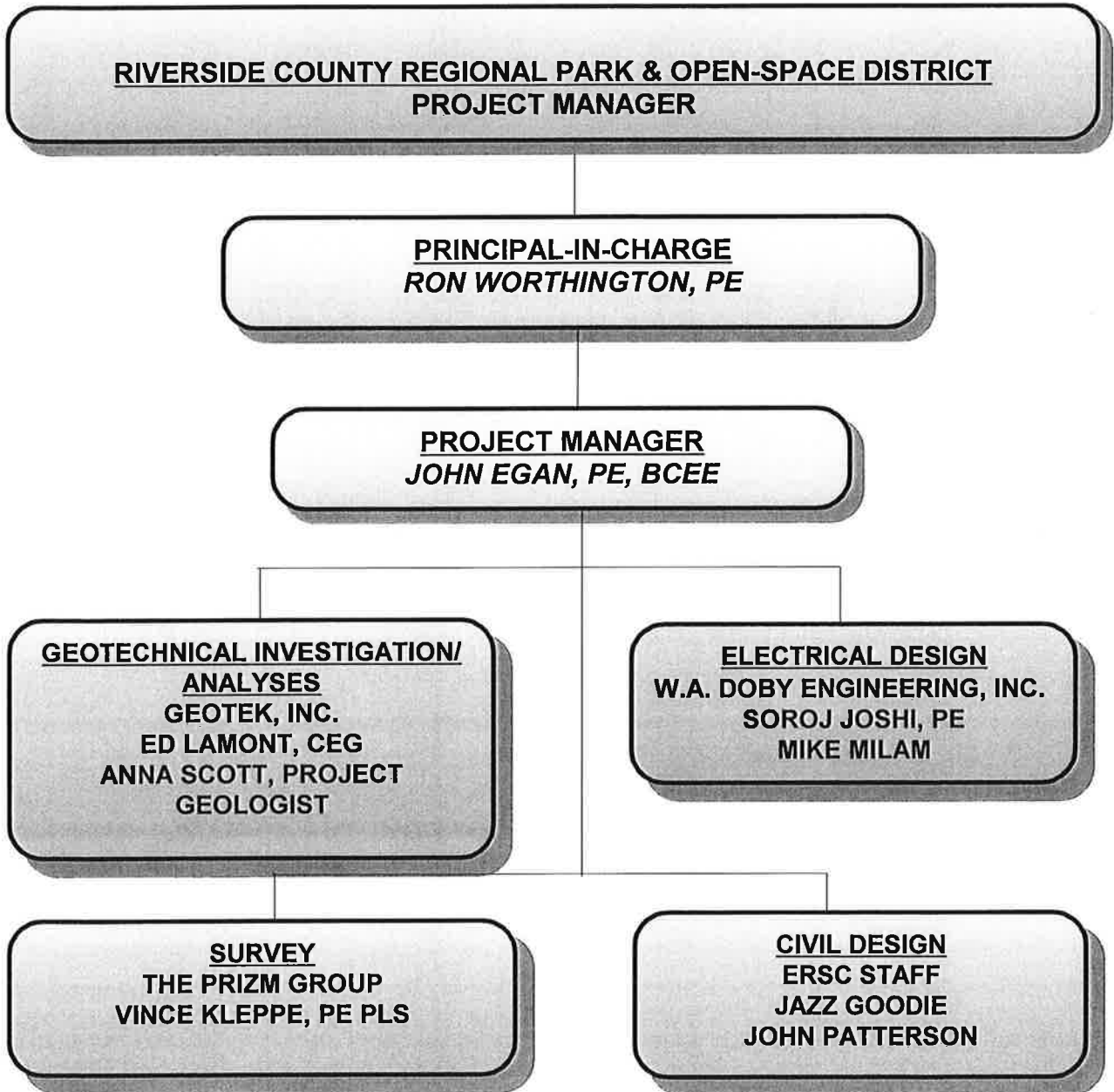
The Prizm Group will conduct field surveys and mapping required to procure topographic information of the Nature Center.

A representation of the proposed project team and chain of responsibility entitled "Project Team Organization Chart" is contained on the following page.

PROJECT TEAM ORGANIZATION CHART

FOR

**HIDDEN VALLEY NATURE CENTER
WELL REPLACEMENT PROJECT**



JOHN EGAN, PE

Principal Engineer

PROFESSIONAL EXPERIENCE: Mr. Egan has over 40 years of professional civil and environmental engineering experience specializing in the area of water resources and wastewater management. As a Principal Engineer with *ERSC*, Mr. Egan is responsible for direction of conceptual project development, planning and design, preparation of construction documents and planning studies.

Examples of Mr. Egan's expertise in water resources include well and booster pump stations for the Hi-Desert Water District, Yucaipa Valley Water District, and Western Heights Water Company; planning and/or design of water storage reservoirs for Western Heights Water Company, Hi-Desert Water District, and Idyllwild Water District, and three booster pump stations for West Valley Water District.

Mr. Egan has lent his expertise to the following representative projects:

TWENTYNINE PALMS WATER DISTRICT, Twentynine Palms, California — Mr. Egan was responsible for planning, design, preparation of contract documents, and provided construction services for the District's Project 2009, EPA-funded water system expansion project. Facilities in the project and design included two reservoirs, three pumping stations and approximately 3,500 linear feet of 12-inch transmission pipeline. Additionally, he prepared design for construction and equipping of the District's 900-gpm Well No. 17.

WELLS 9 AND 14 BLENDING PLANT, Yucca Valley, California — Project Manager during design for replacement of pumping equipment for two wells, equalizing reservoir and new booster pumping station with VFD pump motors to effect blending of high nitrate water of Well No. 9 and de-aeration of Well No. 14. Construction services were also provided to Hi-Desert Water District on this project.

ZONES 5-2, 6-2 AND 8-2 BOOSTER PUMP STATIONS — Served as Project Engineer for design of three booster pumping stations, involving 15 pumps, totaling 2,880 horsepower and nearly 30,000 gpm installed capacity for the West Valley Water District.

RICHARDSON WELL NO. 6, Loma Linda, California - Responsible for preparation of design report and plans, specifications, estimates, and construction services to equip the 1,250-foot well with a 500 hp, 2,500 gpm deep well turbine pump, piping, offsite drain (18-inch), and onsite chlorine generator.

EDUCATION: B.S. CIVIL ENGINEERING
Iowa State University

REGISTRATION: Civil Engineer California #14853

RONALD WORTHINGTON, P.E.

Principal, Vice President

PROFESSIONAL EXPERIENCE: Mr. Worthington has over 35 years of professional experience and his career has focused on both the planning and design aspects of domestic water, wastewater and reclaimed water systems management.

In the capacity of Project Manager and/or Principal Engineer, Mr. Worthington has also been in responsible charge of the planning and design of water wells, transmission and distribution pipelines, pump stations, and storage facilities (concrete and steel reservoirs). Recent experience is illustrated by the following representative assignments:

WEST VALLEY WATER DISTRICT

- **ZONES 5-2, 6-2, AND 8-2 BOOSTER PUMP STATIONS** — Served as Project Manager for the design of three booster pumping stations for the District's recent major expansion program. Station 5-2 contains six vertical can-type turbine units with 200-hp motors, capacity of 3,120 gpm each; Station 6-2 is similarly equipped with six 250-hp pumps of 2,650 gpm capacity. Pump Station 8-2, recently bid, will contain three vertical turbine pumps of 60-hp, 670-gpm capacity. All stations are equipped for generator backup power, roof access for pump removal, and are enclosed in concrete block buildings.
- **WELL NO. 40** - Project Manager for design of equipping of Well No. 40 with a 1,500-gpm, 250-hp deep well turbine pump and motor. Site work included yard piping, concrete block building, chlorination equipment, and electrical service.
- **ZONE 7-3 AND 7-4 RESERVOIRS** - Served as Project Manager during the design of approximately 2,640 linear feet of 24-inch Zone 7 waterline in Lytle Creek Road in Glen Helen Parkway to the West Entry Road and 6,700 linear feet of 16-inch Zone 8 waterline from Zone 8-1 and 8-2 Reservoirs to West Entry Road in Lytle Creek Road and Glen Helen Parkway and design of Zone 8-3 Reservoir (1.5 MG).

EDUCATION:

B.S. CIVIL ENGINEERING
California State Polytechnic University, Pomona, California

CERTIFICATION:

Certificate of Completion for Value Engineering Workshop
U. S. General Services Administration and
U. S. Environmental Protection Agency

REGISTRATION:

Civil Engineer California #27395
Engineer/Civil Arizona #21158

SECTION 3
RELATED PUBLIC WORKS/WELL PROJECTS

CLIENT & CONTACT

Richardson Well No. 6
Lead Consultant/Design Engineer and
Construction Services Manager

City of Loma Linda
25541 Barton Rd.
Loma Linda CA 92354
Contact: Jarb Thaipejr, City Manager & City
Engineer
Ph. 909/799-4401
jthaipejr@lomalinda-ca.gov

Wells 9 and 14 Blending Plant
Lead Consultant/Design Engineer and
Construction Services Manager

Hi-Desert Water District
55439 29 Palms Highway
Yucca Valley CA 92284-2503
Contact: Ed Muzik, General Manager
Ph. 760/365-8333
edm@hdwd.com

**Project 2009 Reservoirs and Three Pump
Stations**
Lead Consultant/Design Engineer and
Construction Services Manager

Twentynine Palms Water District
72401 Hatch Road
Twentynine Palms CA 92277
Contact: Mike Wright, General Manager
Ph. 760/367-7546
Wright29water@linkline.com

PROJECT DESCRIPTION

2,500 gpm, 500 hp, VFD pump assembly
Scheduled P, S, & E Delivery: July, 2008
Actual P, S, & E Delivery: July, 2008
Budget: \$208,230
Total Billed: \$230,939
(Project required extra work - preparation of
DWAP document and completion was delayed,
causing additional construction management
costs.)

New pumps for existing Well Nos. 9 (350 gpm)
and 14 (750 gpm), 30,000-gallon equalizing
reservoir and 2-unit, 50 and 100 hp, 400 and 800
gpm VFD booster pumping station
Scheduled P, S, & E Delivery: Not Specified
Actual P, S, & E Delivery: Met Agreed-Upon
Schedule
Budget: \$54,701
Total Billed: \$53,880

Three booster pumping stations, 75 to 100 hp
and 1,042 to 1,250-gpm capacity; two storage
reservoirs
Scheduled P, S, & E Delivery: Not Specified
Actual P, S, & E Delivery: Met Agreed-Upon
Schedule
Budget: \$247,300
Total Billed: \$251,721
(Includes construction management services;
construction exceeded completion date by
several months.)

Engineering Resources of Southern California, Inc.

CLIENT & CONTACT

Construction and Equipping of Well No. 17

Lead Consultant/Design Engineer and
Construction Services Manager

Twentynine Palms Water District
72401 Hatch Road
Twentynine Palms CA 92277
Contact: Mike Wright, General Manager
Ph. 760/367-7546
Wright29water@linkline.com

Ayers Acres Well Development Project

Lead Consultant/Design Engineer and
Construction Services Manager

Running Springs Water District
P.O. Box 2206
Running Springs CA 92382
Contact: Sam Massey, General Manager
909/862-2766
smassey@runningspringswd.com

**Design, Preparation of Construction
Documents for Equipping of Well No. 2 and
Uranium Treatment Plant**

Arrowbear Park County Water District
2365 Fir Drive
Arrowbear Park CA 92382
Contact: Mike Scullin, General Manager
909/867-2704
apcward@eee.org

PROJECT DESCRIPTION

Construction and equipping of new Well No. 17
to a depth of 500 feet with 150 hp, 800 gpm
pump
Scheduled P, S, & E Delivery: Not Specified
Actual P, S, & E Delivery: Met Mutually
Agreed-Upon Schedule
Budget: Time and Materials Basis
Total Billed: \$68,317

In order to increase self reliance on local
groundwater, RSWD is in the process of
preparing plans for the drilling and equipping of
two new vertical wells, 6-9 horizontal wells, 2
new booster pumping stations, approximately
7,000 linear feet of 12" transmission line
Scheduled P, S, & E Delivery: Not Specified
Actual P, S, & E Delivery: Project Under Design
Design Budget: Time and Materials Basis
Final Budget: ±\$158,500

Consultation regarding well construction; sizing
of submersible pump; design & preparation of
PS&E for 200-gpm pump; pre-fabricated
uranium treatment plant; bid cost - \$112,000
Scheduled P, S, & E Delivery: August 2010
Actual P, S, & E Delivery: August 2010
Design Budget: \$38,330
Total Billed: \$43,390

**SECTION 4
PROJECT DESCRIPTION**

In preparation for submission of this proposal, a site visit has been conducted and additional research completed. From this, we have developed the following information regarding the existing well and the proposed replacement. Existing well is at a low elevation, not far above the Santa Ana River and, therefore, subject to flooding which occurred during the past season. As indicated in the District's RFQ, the well and the water quality have been compromised. The well is currently equipped with a 7½-horsepower, 75-gpm capacity submersible pump. Pumping level is quite shallow, though variable. Existing electrical service is 230-volt, 3-phase.

Engineering Resources of Southern California, Inc.

It is observed that sampling of the existing well discharge indicated high manganese content, 550 ul/L, much higher than the Maximum Contaminant Level (MCL) of 50. Treatment for Mn is not included in the current project scope nor *ERSC* services, however.

Research and procurement of the FEMA maps for the area indicate a flood level likely 10 feet above the existing well site ground surface. Contact with the County fire agency resulted in the indication that a fire flow of 1,500 gpm for two hours would be specified, if requested.

Well Replacement Project Scope

Objective of the District's well replacement project is to develop a more reliable and protected source of supply from flooding and contamination and to provide fire protection. To this objective, features proposed or required, then, will consist of the following.

- Construction of a new well is anticipated to be 8-inch diameter by ± 200 feet deep.
- Equipping of the well with an extraction pump, either exposed motor with line shaft drive to the pump, needed to be elevated for flood protection, or alternatively a submersible motor close-coupled to the pump which could provide protection from flooding and obviate the need to elevate above flood level.
- Construct a delivery pipeline system to deliver water to the proposed new reservoir as well as replace existing lines for distribution to the Nature Center and caretaker's residence, maintenance building, new public restroom, and to the irrigation systems.
- Provide a means of delivering water to the Center's Interpretive Pond(s), absent chlorine.
- Construct a new storage reservoir to provide sufficient capacity for the required fire flow, indicated to be 1,500 gpm for two hours (180,000 gallons), as well as domestic and irrigation needs.
- Construct a booster pumping station to provide required fire flow and domestic and irrigation needs. A pre-fabricated unit is proposed with a hydropneumatic tank and/or VFD pumps to maintain uniform pressure for the domestic system.
- Treatment known to be required is disinfection. For disinfection, a small chlorine generator would be installed adjacent to the reservoir for injection into the well discharge before it enters the reservoir.
- Due to the prospective size of the storage reservoir vs. likely normal domestic and irrigation use, some means of assuring circulation of water through the reservoir may be needed. Regular exercise of the fire pump may be the means to address this issue.

Title 22 analysis will be conducted by the well construction contractor.

For purposes of our proposal, it is assumed that the only treatment required will be chlorination which would be done by injection prior to entry of the well water to the reservoir, chemical source being from a small

chlorine generator. It is recognized that the supply to the Interpretive Pond(s) must be chlorine free and, thus, the diversion to the pond would be, of course, prior to chlorination.

It is our understanding, as indicated in the SOQ, that project budget is \$500,000 and to be completed and on line by June 2012.

SECTION 5

PROJECT APPROACH AND SCOPE OF PROPOSED SERVICES

Objective of this phase of the work being sought by the District is the preparation of plans ready for permit issuance, bidding, and construction. To that end, *ERSC* then will conduct research, preliminary planning and design, with preparation of construction documents. Services to be conducted will, in general, be as set forth in the District's RFQ, though the order would be revised somewhat to satisfy needs to accelerate the services and for better scheduling.

A. DESIGN AND ENGINEERING SERVICES

1. Research and Site Mapping and Investigation

- a. *ERSC's* project manager will schedule and conduct a meeting at the site with the District's project manager and Center staff to review project requirements and inspect areas of proposed water needs and of construction. In this meeting we will seek available information about the existing system and ways to integrate the new system components.
- b. Initiate research with various agencies that will exercise input or review of the project and plans. These are expected to include County Departments of Health, Fire and Building, From this research will be determined the need of requirements that would significantly affect the schedule or budget. If so, the district will be notified immediately so that actions can be made to mitigate impacts to the extent possible.
- c. We find that existing topographic maps available are not adequate for site layout and grading plans. Therefore, survey and mapping will then be authorized and conducted to prepare a topographic map of the area encompassing the well site, route from well to the reservoir site, as well as prospective pipeline routes to the service the manager's residence and office and the Nature Center display center.
- d. Authorize geotechnical investigation of the reservoir site to result in a report of findings and recommendations for foundation construction.
- e. Inventory prospective uses in the Park and determine water needs for domestic, irrigation, and verify fire flow(1,500 gpm indicated), and submit findings and recommendations to the District.

- f. With survey data, verification of 100-year flood level will be made.

2. Design

When complete topo survey and map is available, *ERSC's* team then will proceed to prepare two alternative site and equipment layouts and cost estimates for the new well, storage, and booster pumps. Layouts and estimates will be submitted and meetings conducted to review and then plans and concept revised, if required, and resubmitted for final meeting and approval. It is our intent to equip, prepare equipment selection with layout, and prepare an estimate for the cost of equipping the well with the motor exposed, elevated approximately 10 feet above current ground level. Second layout and cost estimate will be prepared for equipping the well with a submersible motor with the well sealed and encapsulated in a concrete vault at current ground level.

A written summary will be prepared and submitted describing steps involved to secure approvals for the various agencies with jurisdiction.

Upon selection and approval of a site and equipment plan, *ERSC's* proposed team will then prepare a final site plan showing the entire area of improvements, outline specifications, and refined cost estimate. Also prepared will be an estimated schedule for design and construction. During this process, members of the project team will attend up to two meetings with District staff for review of the proposed concepts.

3. Construction Documents

To be completed during this phase of the work will be the preparation of preliminary and final plans, specifications, and estimates to normal industry standards, State and local codes, suitable for County approval, bid solicitation, and construction with little or no modifications. Plans will contain all views and detailing required for fabrication and construction of the features needed and will include well and pump details, grading, pipeline, reservoir, booster pumps, and electrical service details.

To those agencies previously identified for which permitting or approvals are required, plan submittals will be made as soon as possible to initiate their review and approvals. Necessary revisions, based on their review, will then be made and resubmittals tendered. District will be alerted of any unexpected or scheduling impact requirements from these reviews. Submittal, review, and related effort will result, then, in plans ready for issuance of permits and ready for bid authorization by the District. Please note that we cannot precisely define the time required for agency reviews, however.

Specifications will be prepared in the format as set forth in the District's RFQ in Exhibit No. 2, recognized as that of the Construction Specifications Institute (CSI).

4. Miscellaneous Services

Miscellaneous services as set forth and described in the District's RFQ will be completed as described and requested.

B. BIDDING AND CONSTRUCTION ADMINISTRATION SERVICES

Services described and requested for bidding and construction will be completed as set forth, that is, to furnish clarifications and details to the District and Contractors to assure proper bidding of the project. Project Manager will attend pre-bid meeting, bid opening, review bids, and submit recommendation for award.

Project Manager will also attend the pre-construction meeting, provide responses to Contractor's Request for Information (RFI), review shop drawings, and furnish clarifications and advice to the District during construction. Inspections will be made of the work as requested, but no more than once per week for the specified construction period. Inspections will include that of our electrical subconsultant.

C. SCHEDULE REVIEW

For the services required and set forth in Section A, which includes a geotechnical investigation of four to five weeks, we suggest a time allowance of approximately 40 working days, approximately to the end of January. Additional time may be required for necessary agency reviews and approvals which is difficult to schedule accurately. Also required in this time are a number of District reviews during which time work by the design team must be on hold awaiting review comments, thus reinforcing the belief that additional time will be required.

EXHIBIT D

PERIOD OF PERFORMANCE

Design and Engineering Services:	November 22, 2011 – December 6, 2011
Construction Documents:	December 6, 2011 – January 6, 2012
Agency review of drawings:	January 9, 2012 – January 30, 2012