

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

2138



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
September 28, 2010

**SUBJECT:** Santa Ana River Below Prado Santa Ana River Interceptor (SARI) Line Protection Project  
Project No. 2-0-00105  
Consulting Services Agreement

**RECOMMENDED MOTION:**

- 1) Approve the Sole Source, Multi-Year Consulting Services Agreement (Agreement) between the District and Albert A. Webb Associates (Consultant);
- 2) Authorize the Chairman to execute the Agreement on behalf of the District; and
- 3) Authorize the District's General Manager-Chief Engineer to renew the Agreement for Fiscal Year 2011-2012.

**BACKGROUND:**

Continued on page 2

TT:bjj

**WARREN D. WILLIAMS**  
General Manager-Chief Engineer

<b>FINANCIAL DATA</b>	<b>Current F.Y. District Cost:</b>	\$228,771	<b>In Current Year Budget:</b>	YES
	<b>Current F.Y. County Cost:</b>	N/A	<b>Budget Adjustment:</b>	NO
	<b>Net District Cost:</b>	\$228,771	<b>For Fiscal Year:</b>	10-11; 11-12

<b>SOURCE OF FUNDS:</b> 524820 25120 947420 – Zone 2 Construction/Maintenance/Misc. Engineering Services	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
Alex Gann

County Executive Office Signature

- Policy
- Policy
- Consent
- Consent

**MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

On motion of Supervisor Ashley, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

**Ayes:** Buster, Stone, Benoit and Ashley  
**Nays:** None  
**Absent:** Tavaglione  
**Date:** October 5, 2010  
**xc:** Flood

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

Prev. Agn. Ref.:

District: 2nd

Agenda Number:

11.3

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED  
MAN M. CHAND, FINANCE DIRECTOR

FORM APPROVED COUNTY COUNSEL  
BY:   
NEAL R. KIPNIS  
DATE: 9/28/10  
Departmental Council  
AGENDA: RECOMMENDATIONS

Dep't Recomm.:  
Per Exec. Ofc.:

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

**SUBJECT:** Santa Ana River Below Prado Santa Ana River Interceptor (SARI) Line Protection Project  
Project No. 2-0-00105  
Consulting Services Agreement

**SUBMITTAL DATE:** September 28, 2010

**Page 2**

**BACKGROUND:**

Pursuant to the Local Cooperation Agreement between the District, Orange County Flood Control District (OCFCD), the San Bernardino County Flood Control District (SBCFD) and the Army Corps of Engineers (ACOE), each flood control district has agreed to protect and relocate any utilities, including the SARI line, required for the Santa Ana River Mainstem Project (SARMP) as determined by the ACOE.

As part of the SARMP, OCFCD in partnership with the ACOE raised the height of Prado Dam and constructed a new outlet works capable of allowing releases of up to 30,000 cubic feet per second. The increased outlet flow from Prado Dam endangers the SARI line and necessitates the timely protection of the SARI line to avoid a major line break. The SARI line is a sanitary sewer line that conveys raw sewage and brine (wastewater from agriculture, commercial and other sources) from Orange County and the Inland Empire to Orange County Sanitation District's treatment plant in Huntington Beach.

The Santa Ana Watershed Project Authority (SAWPA) owns and operates the SARI line in Riverside County. Albert A. Webb Associates, consultant for SAWPA, has provided technical/environmental regulatory services in support of the design, operation and maintenance of the SARI line since 2000, and has been instrumental in developing the alternative analysis for the SARI line protection project. Albert A. Webb Associates (Consultant) is uniquely qualified to provide these consulting services in light of their extensive institutional knowledge of the SARI line protection project. The Consultant was selected on a sole source basis to provide continuity and to help expedite the approval process by SAWPA.

The Agreement sets forth the terms and conditions by which Consultant will provide professional consulting services in support of the District's Santa Ana River Below Prado SARI Line Protection Project. County Counsel has approved the Agreement as to legal form and the Consultant has executed the Agreement.

TT:blj



# MEMORANDUM

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

132959

DATE: August 31, 2010

FROM: Dusty Williams, General Manager-Chief Engineer  
Department/Agency: Riverside County Flood Control

TO: Board of Supervisors

VIA: Purchasing Agent

RE: Request for Sole Source Procurement

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

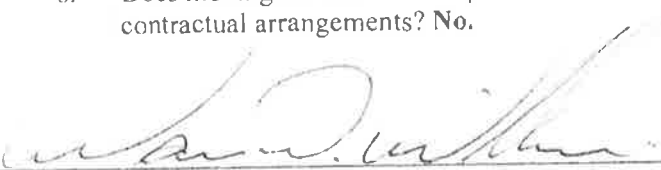
1. Supply/Service being requested: **Provide professional consulting services in support of the District's Santa Ana River Below Prado Santa Ana River Interceptor (SARI) Line Protection Project.**
2. Supplier being requested: **Albert A. Webb Associates.**
3. Alternative suppliers that can or might be able to provide supply/service: **Consultants with engineering and environmental expertise in working with sanitary sewer line located along an environmentally sensitive area.**
4. Extent of market search conducted: **See answers #5 and #6.**
5. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide: **The Santa Ana Watershed Project Authority (SAWPA) owns and operates the SARI line in Riverside County. Albert A. Webb Associates, consultant for SAWPA, has provided technical/environmental regulatory services in support of the design, operation and maintenance of the SARI line since 2000, and has been instrumental in developing the alternative analysis for the SARI line protection project. Albert A. Webb (Consultant) is uniquely qualified to provide these consulting services in light of their extensive institutional knowledge of the SARI line protection project.**
6. Reasons why my department requires these unique features and what benefit will accrue to the county: **As part of the Santa Ana River Mainstem Project, the Orange County Flood Control District in partnership with the Army Corps of Engineers raised the height of Prado Dam and constructed a new outlet works capable of allowing releases of up to 30,000 cubic feet per second. The increased outlet flow from Prado Dam endangers the SARI line, a sanitary sewer line that conveys raw sewage and brine, and necessitates the timely protection of the SARI line to avoid a major line break. The Consultant was selected to provide continuity and to help expedite the approval process by SAWPA.**

**Memorandum**


**August 31, 2010**

Re: Request for Sole Source Procurement

- 7. Price Reasonableness: **Yes, it is reasonable.**
- 8. Does moving forward on this product or service further obligate the county to future similar contractual arrangements? **No.**

  
Department Head Signature      General Manager-Chief Engineer      Date *8/31/10*

Purchasing Department Comments:

Approve      Approve with Condition/s      Disapprove  
  
Purchasing Agent      Date

TT:blj

CONSULTING SERVICES AGREEMENT  
SANTA ANA RIVER BELOW PRADO  
SANTA ANA RIVER INTERCEPTOR LINE PROTECTION  
PROJECT NO. 2-0-00105

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", and ALBERT A. WEBB ASSOCIATES, hereinafter called "CONSULTANT", hereby agree as follows:

1. PROJECT

CONSULTANT shall perform professional engineering services for DISTRICT'S Santa Ana River Below Prado Santa Ana River Interceptor Line Protection Project (Project No. 2-0-00105), hereinafter called "PROJECT", as further described in CONSULTANT'S "Scope of Work" attached hereto as Attachment "A" and made a part hereof.

2. SCOPE OF SERVICES

DISTRICT hereby retains CONSULTANT, as an independent contractor, to perform all technical and professional services including but not limited to expertise, labor, material, equipment, transportation, supervision, and other incidental services to fully and adequately perform and complete in a skillful and professional manner those engineering services set forth in Attachment "A", and CONSULTANT agrees to perform said services within the time limits specified herein.

By entering into this Agreement, CONSULTANT assumes responsible charge of the work pursuant to Section 6703 of the Professional Engineers Act; Chapter 7 of the Business and Professions Code, and shall be wholly responsible for the completeness and accuracy of all data, plans, specifications and estimates prepared pursuant to this Agreement, and shall check all such material accordingly.

1 3. TIME FOR PERFORMANCE

2 CONSULTANT agrees that it will diligently and responsibly pursue the performance of  
3 work and services in accordance with the Project Schedule attached hereto as Attachment  
4 "C" and made a part hereof.

5 CONSULTANT'S performance under this Agreement shall start on the date the  
6 Agreement is executed by DISTRICT'S Board of Supervisors, and shall end on June 30,  
7 2011. By mutual consent of DISTRICT and CONSULTANT, this Agreement may be  
8 amended as necessary to extend the term of the agreement for an additional year.

9  
10 4. SERVICES

11 A. Description of Services

12 Services to be performed by CONSULTANT shall consist of: (1) Research and  
13 Data Collection, and preparation of Alternatives Study, Preliminary Design Report,  
14 Operations and Maintenance Plans; (2) Environmental Services, including  
15 preparation of California Environmental Quality Act (CEQA) documents and  
16 Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP)  
17 Compliance Analysis pursuant to CEQA and MSHCP; as described in Attachment  
18 "A"; and (3) Design Services, including preparation of PROJECT plans, bid items,  
19 material quantities, engineer's cost estimate, and specifications necessary to  
20 accomplish construction of PROJECT pursuant to a DISTRICT administered public  
21 works construction contract as described in Attachment "A".

22  
23  
24 B. Design Criteria and Standards

25 All work shall be performed in accordance with DISTRICT standards and any  
26 special criteria established by DISTRICT for PROJECT. All deliverables prepared  
27 by CONSULTANT pursuant to this Agreement shall be prepared in accordance  
28

1 with current DISTRICT and Santa Ana Watershed Project Authority (SAWPA)  
2 practices, regulations, policies, procedures, manuals and standards. Where  
3 applicable, those portions of the work dealing with the redesign and relocation of  
4 utilities shall conform to the utility owner's standards. All deliverables shall be  
5 subject to review and approval by DISTRICT and SAWPA, as applicable.

6 Services provided by CONSULTANT under this Agreement shall be performed in a  
7 manner consistent with that standard of care and skill ordinarily exercised by  
8 members of the same profession currently practicing under similar circumstances.

9  
10 C. Control Surveys and Topographic Mapping

11 Unless otherwise specified herein, DISTRICT shall provide CONSULTANT with  
12 property owner information, utility easement and location information, and aerial  
13 and field topography.

14 D. Identification/Location of Utilities

15 DISTRICT shall contact known utility providers, request information on the  
16 existence of utilities in the vicinity of PROJECT and provide CONSULTANT with  
17 any available preliminary information it may obtain concerning the existence of  
18 above and below ground utilities that may affect PROJECT'S design and  
19 construction.  
20

21 CONSULTANT shall gather any additional information necessary to make a final  
22 determination concerning the location of all utilities that may affect, or be affected  
23 by construction of PROJECT; and, on the basis of information and documents of  
24 record provided to CONSULTANT, properly show, identify and describe the  
25 disposition of all utilities that may affect, or be affected by construction of  
26 PROJECT on the preliminary and final plans.  
27  
28

1 E. Utility Relocations

2 CONSULTANT shall prepare utility relocation plans for utilities that need to be  
3 relocated. DISTRICT shall be responsible for accomplishing all utility relocations.

4 F. Geotechnical Investigations and Scour Analyses

5 DISTRICT shall provide CONSULTANT with a copy of the following reports: 1)  
6 Hydraulic Requirements for SARI Pipeline Protection prepared by Chang  
7 Consultants, dated March 2009; 2) Scour Study of Santa Ana River Below Prado  
8 Dam prepared by TetraTech and HDR, dated January 2010; and 3) Memorandum  
9 for the Record prepared by the U.S. Army Corps of Engineer, dated August 2008 on  
10 Subject: Geotechnical, Lower Santa Ana River Phase IIA, sheet pile foundation  
11 exploration investigation.  
12

13 G. Project Rights of Way

14 CONSULTANT shall delineate on PROJECT plans, or a separately prepared map,  
15 CONSULTANT'S recommended right of way and temporary construction easement  
16 requirements.  
17

18 Except as otherwise provided in Attachment "A", DISTRICT shall prepare and file  
19 all property surveys and record maps, and accomplish all right of way negotiations  
20 and acquisitions.

21 H. Approval of Plans and Specifications

22 Following DISTRICT'S written approval of PROJECT'S preliminary design report,  
23 CONSULTANT shall prepare the final plans and specifications, including a final  
24 construction cost estimate and shall submit two (2) complete sets of final plans and  
25 specifications to DISTRICT for review and approval.  
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1 At the time the final plans and specifications are approved by DISTRICT,  
2 CONSULTANT shall sign and stamp specifications, digital copies and all original  
3 mylar sheets, and transfer all PROJECT documentation to DISTRICT.

4 I. Quality Control

5 CONSULTANT shall implement and maintain quality control procedures  
6 throughout all phases of PROJECT plan preparation. CONSULTANT shall  
7 demonstrate appropriate quality control procedures during the entire time services  
8 are being performed under this Agreement. All PROJECT plans, calculations and  
9 documentation shall be independently checked, corrected and back-checked, and all  
10 pertinent job related correspondence and memoranda shall be bound in appropriate  
11 job files. Evidence that the quality control plan is functional shall be provided to  
12 DISTRICT. All plans, calculations, documents and other items submitted to  
13 DISTRICT for review shall be initialed by CONSULTANT'S project manager, or  
14 his designee, as being fully checked and that the preparation of the material  
15 followed the quality control plan established for the work.  
16

17  
18 J. Reproduction

19 DISTRICT shall be responsible for all document reproduction necessary to advertise  
20 PROJECT for bids and administer PROJECT construction. CONSULTANT shall  
21 be responsible for all document reproduction necessary to prepare PROJECT  
22 submittals for DISTRICT review and approval and any other document  
23 reproduction necessary to prosecute the work pursuant to this Agreement or to assist  
24 utility companies and/or other public agencies with their review of PROJECT.  
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1 5. BIDDING AND CONSTRUCTION PERIODS

2 Upon DISTRICT'S approval of final plans and specifications, and providing sufficient  
3 funds are available, DISTRICT will undertake the timely advertisement of PROJECT for  
4 competitive bids and subsequent award of a public works construction contract.

5 DISTRICT shall be solely responsible for responding to all inquiries from prospective  
6 bidders during the bidding period. Additionally, DISTRICT shall be solely responsible  
7 for conducting any PROJECT pre-construction meetings and answering all questions that  
8 may be raised therein.

9  
10 During the PROJECT bidding period, CONSULTANT shall provide office and field  
11 assistance as deemed necessary and requested by DISTRICT to accomplish PROJECT  
12 bidding, where a conflict or lack of clarity may be present in the PROJECT plans or where  
13 conditions encountered are different from those shown or indicated on the plans. Prior to  
14 PROJECT construction commencement, CONSULTANT shall attend one (1) PROJECT  
15 pre-construction meeting as deemed necessary and requested by DISTRICT. DISTRICT  
16 shall be solely responsible for PROJECT contract administration, review of shop  
17 drawings, construction surveys and inspection.

18  
19 6. COMPENSATION AND PAYMENT

20 CONSULTANT'S compensation and payment shall be for actual services provided in an  
21 amount not to exceed two hundred twenty-eight thousand, seven hundred seventy-one  
22 dollars (\$228,771). All billings shall be in accordance with CONSULTANT'S "Scope of  
23 Work", attached hereto as Attachment "A", and "Fee Schedule", attached hereto as  
24 Attachment "B" and made a part hereof. CONSULTANT shall invoice DISTRICT for  
25 "Deliverable Items" as shown in Attachment "A" based on a lump sum "Invoice Amount"  
26 as shown in Attachment "B" for each deliverable upon delivery or performance of said  
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1 items. The DISTRICT shall withhold 10 percent (10%) on each deliverable as shown in  
2 Attachment "B".

3 Upon satisfactory performance of the services as set forth herein, DISTRICT shall make  
4 payment to CONSULTANT within thirty (30) days of receipt of appropriate invoice(s)  
5 from CONSULTANT. CONSULTANT shall keep employee and expense records  
6 according to customary accounting methods and such records shall, upon request, be made  
7 available for inspection by DISTRICT to verify CONSULTANT'S invoices. All invoices  
8 shall itemize charges to conform to the item(s) of work as set forth in Attachment "B".  
9

10 Attached with CONSULTANT'S invoice, CONSULTANT shall submit a Progress Report  
11 with earned value analysis that indicates the project status in relation to the Project  
12 Schedule and an updated project schedule if required. Failure to submit the Progress  
13 Report shall be deemed cause for DISTRICT to withhold payment of CONSULTANT'S  
14 invoice.

15 The final retention payment shall not be due and payable until the DISTRICT'S General  
16 Manager-Chief Engineer has approved and signed the original mylars for the construction  
17 drawings. The DISTRICT, after the original mylars have been signed by the DISTRICT'S  
18 General Manager-Chief Engineer, shall make the final retention payment to  
19 CONSULTANT within thirty (30) days of receipt of appropriate invoice from  
20 CONSULTANT.  
21

22 7. SUBCONTRACTING

23 CONSULTANT may, at CONSULTANT'S own expense, employ special consultants to  
24 accomplish the work covered by this Agreement; however, except as specifically provided  
25 in Attachment "A" or as expressly identified in this Agreement, no portion of the services  
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1 pertinent to this Agreement shall be subcontracted without prior written approval and  
2 authorization by DISTRICT.

3 In the event CONSULTANT subcontracts any portion of CONSULTANT'S duties under  
4 this Agreement, CONSULTANT shall require its subcontractors to comply with the terms  
5 of this Agreement in the same manner as required of CONSULTANT. The fact that  
6 CONSULTANT employs special consultants not in his regular employ shall not relieve  
7 CONSULTANT of any responsibility regarding the adequacy of the special consultant's  
8 designs or other work performed pursuant to this Agreement.

9  
10 8. TERMINATION

11 At any time during the term of this Agreement, DISTRICT may:

- 12 A. Terminate this Agreement without cause upon providing CONSULTANT thirty  
13 (30) days written notice stating the extent and effective date of termination; or  
14 B. Upon five (5) days written notice, terminate this Agreement for CONSULTANT  
15 default, if CONSULTANT refuses or fails to comply with the provisions of this  
16 Agreement or fails to make progress so as to endanger performance and does not  
17 cure such failure within a reasonable period of time. In the event of such  
18 termination, DISTRICT may proceed with the work in any manner deemed proper  
19 to DISTRICT.  
20

21 In the event DISTRICT issues a Notice of Termination, CONSULTANT shall: (i) stop all  
22 work under this Agreement on the date specified in the Notice of Termination; and (ii)  
23 transfer to DISTRICT and deliver in the manner, and to the extent, if any, as directed by  
24 DISTRICT, any equipment, data or reports which, if the Agreement had been completed,  
25 would have been required to be furnished to DISTRICT.  
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1 In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for  
 2 all services performed in accordance with this Agreement to the date of termination, a  
 3 total amount which bears the same ratio to the total maximum fee otherwise payable  
 4 under this Agreement as the services actually bear to the total services necessary for  
 5 performance of this Agreement. Notwithstanding any of the other provisions of this  
 6 Agreement, CONSULTANT rights under this Agreement shall terminate (except for fees  
 7 accrued prior to the date of termination) upon dishonesty, or a willful or material breach  
 8 of this Agreement by CONSULTANT, or in the event of CONSULTANT'S  
 9 unwillingness or inability for any reason whatsoever to perform the duties hereunder, or  
 10 if the Agreement is terminated pursuant to Section 26, hereinafter titled NON-  
 11 DISCRIMINATION. In such event, CONSULTANT shall not be entitled to any further  
 12 compensation under this Agreement. The rights and remedies of DISTRICT provided in  
 13 this section shall not be exclusive and are in addition to any other rights and remedies  
 14 provided by law or under this Agreement.

16 9. ERRORS AND OMISSIONS

17 In the event of errors or omissions in the plans, specifications or any work product which  
 18 result in expense to DISTRICT greater than would have resulted if there were no errors  
 19 or omissions in the plans, the additional engineering, construction and/or restoration  
 20 expense shall be borne solely by CONSULTANT.

22 10. DISPUTES

23 A. In the event CONSULTANT considers any work demanded of CONSULTANT to  
 24 be outside the requirements of this Agreement, or if CONSULTANT considers any  
 25 order, instruction or decision of DISTRICT to be unfair, CONSULTANT shall  
 26 promptly, upon receipt of such order, instruction or decision, ask for a written  
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1 confirmation of the same whereupon CONSULTANT shall proceed without delay  
 2 to perform the work or to conform to the order, instruction, or decision. However,  
 3 if CONSULTANT finds such order, instruction or decision unsatisfactory,  
 4 CONSULTANT shall, within 21 calendar days after receipt of same, file a written  
 5 protest with DISTRICT stating clearly and in detail its objections and reasons  
 6 therefor. Except for such protests or objections as are made of record in the manner  
 7 specified and within the time stated herein, and except for such instances where the  
 8 basis of a protest could not reasonably have been foreseen by CONSULTANT  
 9 within the time limit specified for protest, CONSULTANT hereby waives all  
 10 grounds for protests or objections to orders, instruction, or decisions of DISTRICT  
 11 and hereby agrees that, as to all matters not included in such protests, the orders,  
 12 instructions and decisions of DISTRICT will be limited to matters properly falling  
 13 within DISTRICT'S authority.  
 14

- 15 B. Any controversy or claim arising out of or relating to this Agreement which cannot  
 16 be resolved by mutual agreement may be settled by arbitration, provided that the  
 17 parties hereto mutually agree to submit to arbitration.  
 18  
 19 C. Neither the pendency of a dispute nor its consideration by arbitration shall excuse  
 20 CONSULTANT from full and timely performance in accordance with the terms of  
 21 this Agreement.

22 11. LICENSES

23 At all times while performing services under this Agreement, CONSULTANT, its  
 24 employees, agents, contractors and subcontractors shall maintain professional licenses as  
 25 required by the laws of the State of California, including but not limited to Chapter 7 of  
 26 the Business and Professions Code (Professional Engineers Act).  
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12. PERMITS AND RIGHTS OF ENTRY

1 DISTRICT shall obtain all rights of entry as may be required to perform the proposed  
2 services within and upon privately-owned property. All permits and rights of entry as  
3 may be required from any and all affected public entities shall be obtained by  
4 CONSULTANT. Sufficient evidence of having obtained such permits and/or rights of  
5 entry shall be furnished to DISTRICT by CONSULTANT prior to initiation of any work  
6 occurring within public rights of way. CONSULTANT shall prosecute the work in such  
7 a manner as to minimize public inconvenience and possible hazard, and shall restore the  
8 streets and other work areas to their original condition and former usefulness as soon as  
9 practicable. CONSULTANT shall be responsible for the protection of public and private  
10 property adjacent to the work and shall exercise due caution to avoid damage to such  
11 property.

13. INDEPENDENT CONTRACTOR

14 CONSULTANT and the agents and employees of CONSULTANT, shall act at all times  
15 in an independent capacity during the term of this Agreement and in the performance of  
16 the services to be rendered hereunder, and shall not act as or shall not be and shall not in  
17 any manner be considered to be employees or agents of DISTRICT.

14. INSURANCE

20 Without limiting or diminishing CONSULTANT'S obligation to indemnify or hold  
21 DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be  
22 maintained, at its sole cost and expense, the following insurance coverage's during the  
23 term of this Agreement:  
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1 A. Workers' Compensation:

2 If CONSULTANT has employees as defined by the State of California,  
3 CONSULTANT shall maintain statutory Workers' Compensation Insurance  
4 (Coverage A) as prescribed by the laws of the State of California. Policy shall  
5 include Employers' Liability (Coverage B) including Occupational Disease with  
6 limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to  
7 waive subrogation in favor of DISTRICT and, if applicable, to provide a Borrowed  
8 Servant/Alternate Employer Endorsement.  
9

10 B. Commercial General Liability:

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

25 C. Vehicle Liability:

26 If CONSULTANT'S vehicles or mobile equipment are used in the performance of  
27 the obligations under this Agreement, then CONSULTANT shall maintain liability  
28



1 insurance for all owned, non-owned or hired vehicles so used in an amount not less  
2 than \$1,000,000 per occurrence combined single limit. If such insurance contains a  
3 general aggregate limit, it shall apply separately to this Agreement or be no less  
4 than two (2) times the occurrence limit. Policy shall name the Riverside County  
5 Flood Control and Water Conservation District, the County of Riverside, its  
6 agencies, districts, special districts, and departments, their respective directors,  
7 officers, Board of Supervisors, employees, elected or appointed officials, agents or  
8 representatives as additional insureds.  
9

10 D. Professional Liability:

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

25 E. General Insurance Provisions – All Lines:

26 a. Any insurance carrier providing insurance coverage hereunder shall be  
27 admitted to the State of California and have an A.M. BEST rating of not less  
28

1 than an A: VIII (A: 8) unless such requirements are waived, in writing, by the  
2 County Risk Manager. If the County Risk Manager waives a requirement for  
3 a particular insurer such waiver is only valid for that specific insurer and only  
4 for one policy term.

5 b. The CONSULTANT must declare its insurance self-insured retention for  
6 each coverage required herein. If any such self-insured retention exceeds  
7 \$500,000 per occurrence each such retention shall have the prior written  
8 consent of the County Risk Manager before the commencement of operations  
9 under this Agreement. Upon notification of self-insured retention deemed  
10 unacceptable to DISTRICT, and at the election of the County Risk Manager,  
11 CONSULTANT'S carriers shall either: 1) reduce or eliminate such self-  
12 insured retention with respect to this Agreement with DISTRICT; or 2)  
13 procure a bond which guarantees payment of losses and related  
14 investigations, claims administration, and defense costs and expenses.

15  
16 c. CONSULTANT shall cause their insurance carrier(s) to furnish DISTRICT  
17 with: 1) a properly executed original Certificate(s) of Insurance and certified  
18 original copies of Endorsements effecting coverage as required herein; and 2)  
19 if requested to do so orally or in writing by the County Risk Manager,  
20 provide original certified copies of policies including all Endorsements and  
21 all attachments thereto, showing such insurance is in full force and effect.  
22 Further, said Certificate(s) and policies of insurance shall contain the  
23 covenant of the insurance carrier(s) that thirty (30) days written notice shall  
24 be given to DISTRICT prior to any material modification, cancellation,  
25 expiration or reduction in coverage of such insurance. In the event of a  
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1 material modification, cancellation, expiration or reduction in coverage, this  
2 Agreement shall terminate forthwith, unless DISTRICT receives, prior to  
3 such effective date, another properly executed original Certificate of  
4 Insurance and original copies of Endorsements or certified original policies,  
5 including all endorsements and attachments thereto, evidencing coverages set  
6 forth herein and the insurance required herein is in full force and effect.  
7 *CONSULTANT shall not commence operations until DISTRICT has been*  
8 *furnished with original Certificate(s) of Insurance and certified original*  
9 *copies of Endorsements and if requested, certified original policies of*  
10 *insurance including all endorsements and any and all other attachments as*  
11 *required in this Section. An individual authorized by the insurance carrier to*  
12 *do so on its behalf shall sign the original endorsements for each policy and*  
13 *the Certificate of Insurance.*

- 14
- 15 d. It is understood and agreed by the parties hereto that CONSULTANT'S  
16 insurance shall be construed as primary insurance, and DISTRICT'S  
17 insurance and/or deductibles and/or self-insured retentions or self-insured  
18 programs shall not be construed as contributory.
- 19
- 20 e. If, during the term of this Agreement or any extension thereof, there is a  
21 material change in the scope of services or there is a material change in the  
22 equipment to be used in the performance of the scope of work which will add  
23 additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or  
24 the term of this Agreement, including any extensions thereof, exceeds five (5)  
25 years, DISTRICT reserves the right to adjust the types of insurance required  
26 under this Agreement and the monetary limits of liability for the insurance  
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1 coverages currently required herein, if, in the County Risk Manager's  
2 reasonable judgment, the amount or type of insurance carried by  
3 CONSULTANT has become inadequate.

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

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

8 h. CONSULTANT agrees to notify DISTRICT of any claim by a third party or  
9 any incident or event that may give rise to a claim arising from the  
10 performance of this Agreement.  
11

12 15. INDEMNIFICATION

13 CONSULTANT shall indemnify and hold harmless DISTRICT (including its officers,  
14 Board of Supervisors, elected and appointed officials, employees, agents and  
15 representatives) from any liability, claim, damage, proceeding or action, present or  
16 future, based upon, arising out of or in any way relating to CONSULTANT'S (including  
17 its officers, employees, subcontractors and agents) actual or alleged negligent, reckless  
18 or willful misconduct acts or omissions related to this Agreement, performance under  
19 this Agreement, or failure to comply with the requirements of this Agreement, including  
20 but not limited to: (a) property damage; (b) bodily injury or death; or (c) any other  
21 element of any kind or nature whatsoever.  
22

23 CONSULTANT shall defend, at its sole expense, including all costs and fees (including  
24 but not limited to attorney fees, cost of investigation, defense and settlements or awards),  
25 DISTRICT (its officers, Board of Supervisors, elected and appointed officials,  
26  
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1 employees, agents and representatives) in any claim, proceeding or action for which  
2 indemnification is required.

3 With respect to any of CONSULTANT'S indemnification requirements,  
4 CONSULTANT shall, at its sole cost, have the right to use counsel of their own choice  
5 and shall have the right to adjust, settle, or compromise any such claim, proceeding or  
6 action without the prior consent of DISTRICT; provided, however, that such adjustment,  
7 settlement or compromise in no manner whatsoever limits or circumscribes  
8 CONSULTANT'S indemnification obligations to DISTRICT.  
9

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

13 The specified insurance limits required in this Agreement shall in no way limit or  
14 circumscribe CONSULTANT'S obligations to indemnify and hold harmless DISTRICT  
15 from third party claims.  
16

17 In the event there is conflict between this section and California Civil Code Section 2782  
18 or Section 2782.8, this section shall be interpreted to comply with California Civil Code  
19 Sections 2782 and 2782.8. Such interpretation shall not relieve the CONSULTANT  
20 from indemnifying DISTRICT or the County of Riverside to the fullest extent allowed  
21 by law.

22 16. WORK PRODUCT

23 The plans, designs, estimates, calculations, specifications, computer files, field notes,  
24 drawings, reports and other documents furnished in accordance with this Agreement  
25 shall meet the criteria for acceptance and be a product of neat appearance, well  
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1 organized and contents shall be of similar types produced by DISTRICT and applicable  
2 utilities.

3 Upon completion of all work under this Agreement, ownership and title to all plans,  
4 designs, estimates, calculations, specifications, computer files, field notes, drawings,  
5 reports and other documents produced as part of this Agreement will automatically be  
6 vested in DISTRICT and no further agreement will be necessary to transfer ownership to  
7 DISTRICT.

8  
9 17. CONFIDENTIALITY OF DATA

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

17  
18 CONSULTANT shall not issue any news release or public relations item regarding  
19 designated confidential information or CONSULTANT'S work under this Agreement,  
20 without prior review of the contents and written approval by DISTRICT.

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

24  
25 18. TIME EXTENSIONS

26 Any delay in providing PROJECT services required by this Agreement, occasioned by  
27 causes beyond the control and not due to the fault or negligence of CONSULTANT,  
28

1 shall be deemed reason for granting an extension of time for the completion of the  
 2 aforesaid work. If such delay occurs, CONSULTANT shall promptly notify DISTRICT  
 3 in writing of the cause and of the extent of the delay whereupon DISTRICT shall  
 4 ascertain the facts and the extent of the delay and grant an extension of time for the  
 5 completion of the work when, in DISTRICT'S sole judgment, their findings of fact  
 6 justify such an extension of time.

7 19. PREVAILING WAGE

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

19 20. ASSIGNMENT

20 Neither this Agreement nor any part thereof shall be assigned by CONSULTANT  
 21 without the prior written consent of DISTRICT.  
 22

23 21. JURISDICTION/LAW/SEVERABILITY

24 This Agreement is to be construed in accordance with the laws of the State of California.  
 25 If any provision of this Agreement is held by a court of competent jurisdiction to be  
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1 invalid, void or unenforceable, the remaining provisions shall be declared severable and  
2 shall be given full force and effect to the extent possible

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

9  
10 22. MODIFICATIONS

11 This Agreement may be amended or modified only by mutual written agreement of the  
12 parties. No alteration or variation of the terms of this Agreement will be valid unless  
13 made in writing and signed by the parties hereto and no oral understanding or agreement  
14 not incorporated herein will be binding on any of the parties hereto.

15 23. WAIVER

16 Any waiver by DISTRICT of any breach of any one or more of the terms of this  
17 Agreement shall not be construed to be a waiver of any subsequent or other breach of the  
18 same or of any other term thereof. Failure on the part of DISTRICT to require exact, full  
19 and complete compliance with any terms of this Agreement shall not be construed as in  
20 any manner changing the terms hereof, or estopping DISTRICT from enforcement  
21 hereof.  
22

23 24. CONFLICT OF INTEREST

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

12   25.   EXTRA WORK

13           CONSULTANT shall not perform extra work beyond the scope of services described in  
14           Attachment "A" without the prior written approval of the DISTRICT. Failure to obtain  
15           such prior written approval may result in CONSULTANT not receiving any additional  
16           payment for such extra work.

17           CONSULTANT must immediately identify and notify DISTRICT in writing of any  
18           extra work, and propose a revised scope, cost and schedule for PROJECT. DISTRICT'S  
19           approval of such extra work shall be in the form of an amendment to this Agreement.

21   26.   NON-DISCRIMINATION

22           In the performance of the terms of this Agreement, CONSULTANT shall not engage in  
23           nor permit others he may employ to engage in discrimination in the employment of  
24           persons because of the race, color, national origin or ancestry, religion, physical  
25           handicap, disability as defined by the Americans with Disabilities Act (ADA), medical  
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condition, marital status or sex of such persons, in accordance with the provision of California Labor Code Section 1735.

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27. NOTICES

Any notices sent or required to be sent to either party shall be mailed to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT 1995 Market Street Riverside, CA 92501 Attn: Special Projects Section	ALBERT A. WEBB ASSOCIATES 3788 McCray Street Riverside, CA 92506 Attn: Scott R. Hildebrandt
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28. NON-APPROPRIATION OF FUNDS

It is mutually agreed and understood that the obligation(s) of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for the reimbursement of CONSULTANT'S fees. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONSULTANT in writing. This Agreement shall be deemed terminated and have no further force and effect immediately on receipt of DISTRICT'S notification by CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to reimbursement of its costs in accordance with Section 6 (COMPENSATION AND PAYMENT).

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## Attachment "A"

### Research & Data Collection

- Conduct research and data collection efforts to obtain the background information on the selected alternative.
- Obtain from RCFCDD property owner information, utility easements and utility location information, previously prepared environmental documents, boring and geotechnical reports for the selected analysis.
- Based on information gathered, develop and prepare a land network and utilities database map.
- Obtain aerial topographic mapping from the District to be used for the database and alternatives analysis for Aliso Creek and design of the SARI Line protection.

#### *Deliverables:*

- ◇ *Land Network and Data Utilities Exhibit*

### Alternatives Study

- Prepare an Alternatives Study (max. 3) for Aliso Creek that will review constraints (utilities, right-of-way, structures, environmental, access, and maintenance, etc.), possible alignment locations, material types, and costs.
- Provide recommendations to the District for a preferred alternative and coordinate with the District for concurrence by the USACOE and Santa Ana Watershed Project Authority (SAWPA).

#### *Deliverables:*

- ◇ *Alternatives Development Meeting Minutes*
- ◇ *Alternatives Analysis Report*
- ◇ *Alternatives Analysis Workshop Minutes*

### Preliminary Design Report

- Webb Associates will prepare a preliminary design report to District standards at 1" = 200' scale which address key engineering design issues:
  - Construction footprint for CEQA and MSHCP Analysis
  - Geotechnical Considerations
  - Constructability Methods
  - Easements and Right-of-Way
  - Railroad Right-of-Way Crossing
  - Operations and Maintenance
  - Probable Construction Costs

#### *Deliverables:*

- ◇ *Preliminary Plans*

- ◇ *Preliminary Design Report*
- ◇ *PDR Workshop Minutes*

### **Operations and Maintenance Plan**

- Prepare an Operations and Maintenance Plan (including Aliso Creek) in accordance with SAWPA and District standards. The Plan will include a maintenance map depicting the areas of maintenance and access for the maintenance equipment based on the preliminary design report.
- Coordinate with the District and SAWPA to obtain limits of maintenance and prepare an Operations and Maintenance Manual incorporating Districts' and SAWPA's standard maintenance procedures.
- Submit to District and SAWPA for review and approval.

#### ***Deliverables:***

- ◇ *O&M Coordination Meeting Minutes*
- ◇ *Operation and Maintenance Plan*

### **Biological Assessment/MSHCP Compliance**

- Review existing materials.
- Glenn Lukos Associates (GLA) will conduct General Biological Surveys and MSHCP Habitat Assessments for the Narrow Endemic Plant Species Survey Area (NEPSSA) number 7 target species, burrowing owl, southwestern willow flycatcher, yellow-billed cuckoo, and other special-status species with the potential to occur on site.
- GLA will survey the project site for MSHCP riparian/riverine areas and will map vegetation on site on an aerial photograph.
- GLA will conduct focused surveys for the burrowing owl if suitable habitat is present. The survey will be conducted following the County's 2006 MSHCP Burrowing Owl Survey Instructions.
- GLA will conduct focused surveys within suitable habitat for the San Diego ambrosia, Brand's phacelia, and San Miguel savory as the project occurs in MSHCP NEPSSA number 7. The focused surveys will likely include up to three survey visits, including one in March, April, and May.
- GLA will prepare a Biological Technical Report to document the findings of the general and focused biological surveys and habitat assessments. The report will include a section discussing project compliance with the MSHCP including: the project's compliance with Section 6.1.2, 6.1.3, and 6.3.2. A portion the project site occurs within public/quasi-public (PQP) lands and within the MSHCP Criteria Area. As such the project is expected to require Joint Project Review by the Regional Conservation Authority (RCA and the wildlife agencies). The compliance report will address compliance/consistency with the MSHCP Reserve Assembly

requirements. However, it does not include analysis to support PQP replacement or refinement.

- GLA will prepare a Riparian/Riverine DBESP document analyzing unavoidable project impacts to riparian/riverine resources, including occupied habitat, if present, for the least Bell's vireo and/or southwestern willow flycatcher. The DBESP document will include appropriate mitigation to be identified by the project team. GLA will assist with the development of mitigation strategies, although this task does not provide for the search for the offsite mitigation properties. This task allows for one round of revisions based on comments provided by the project team and one round of revisions to address any comments provided by wildlife agencies.
- GLA and Webb will coordinate with the District for processing of DBESP reports for review with wildlife agencies and the MSHCP Compliance Report for JPR. This includes an application and submittal of a JPR application, as well as a total of 3 meetings.
- GLA will delineate U.S. Army Corps of Engineers (Corps) and California Department of Fish and Game (CDFG) jurisdictional boundaries within the project site. GLA regulatory specialists will prepare a letter report to document the findings concerning Corps and CDFG jurisdiction. GLA regulatory specialists will prepare a letter report to document the findings concerning Corps and CDFG jurisdiction on the site.

***Deliverables:***

- ◇ ***Biological Technical Report***
- ◇ ***Delineation Report***
- ◇ ***Riparian/Riverine DBESP***

**CEQA Compliance and Air Analysis**

- Prepare a Screencheck Initial Study/Mitigated Negative Declaration (IS/MND) based on the District's CEQA Checklist and utilizing the completed technical studies listed below. Provide Draft IS/MND to the District for review.
- After review by the District, make any necessary revisions to the IS/MND (assumes one round of revisions).
- Submit revised Screencheck Draft IS/MND to the District for final review and approval to circulate.
- Prepare final Draft IS/MND for public distribution.
- Prepare applicable notices for 30-day review (NOI and NOC). Webb will post notices at the County of Riverside Clerk's Office and with the State Clearinghouse on the District's behalf, and publish legal notice one time in the local newspaper.
- Coordinate and circulate IS/MND for 30-day public review period.

- Prepare a Draft Mitigation Monitoring and Reporting Program (MMRP) in accordance with CEQA Guidelines.
- Submit Screencheck MMRP to the District for review.
- Review all comments on MMRP from the District.
- Prepare revised MMRP with all District-approved revisions (assumes one round of revisions).
- Review comments generated by circulation of IS/MND and prepare responses in accordance with CEQA Guidelines.
- Prepare NOD and submit to County Clerk/State Clearinghouse on behalf of the City (does not include California Department of Fish and Game or County Clerk filing fees).
- Prepare a supporting Air Quality Impact Analysis for construction-related emissions (using URBEMIS 2007 version 9.2.4).
- Due to the previously disturbed nature of the project site, it is not anticipated that a cultural or paleontological resources survey would be required. Standard mitigation measures will be incorporated into the IS in the event that cultural or paleontological resources are unearthed during construction.
- A hazardous materials database search is not included in this scope. The EDR report prepared for the Supplemental EIS/EIR for the SARI Protection/Relocation Project will be utilized.
- The IS/MND will incorporate by reference the Supplemental EIS/EIR prepared by the Army Corps of Engineers for the SARI Protection/Relocation project.

***Deliverables:***

- ◇ ***Draft Initial Study/MND***
- ◇ ***Final IS/MND***
- ◇ ***Notice of Intent***
- ◇ ***Notice of Completion***
- ◇ ***Draft and Final MMRP***
- ◇ ***Notice of Determination***

**Construction Drawings**

- Prepare construction drawings to District Standards at 1" = 50' scale for the selected alternative.
- 60% Design Submittal.
- 90% Design Submittal.
- Final Design Submittal.
- Coordinate with the District and SAWPA for design approval.
- Prepare final cost estimates in accordance with District format.
- Prepare project specifications in accordance with District format.

***Deliverables:***

- ◇ *60% Submittal Package*
- ◇ *90% Submittal Package*
- ◇ *Final Submittal Package*

**Project Coordination**

- Provide project coordination with representatives from SAWPA, USACOE, and BN&SF Railroad.
- Provide on-going project coordination with the District, SAWPA, and project team including Glenn Lukos Associates.
- Kick Off Meeting
- Project Coordination Meetings (4 Meetings)
- Scope Control Meetings (4 Meetings)
- Quality Control/Quality Assurance

***Deliverables:***

- ◇ *Kick Off Meeting Minutes*
- ◇ *Project Coordination Meeting Minutes*
- ◇ *Scope Control Reports*

**ATTACHMENT "B"**

SARI Line Protection

**Fee Schedule**

	Item Cost	10% Retention	Invoice Amount
<b>Lump Sum w/ Retention</b>			
<b>Task Group 1 - Research and Data Collection</b>			
46 Utility Review and Coordination	\$ 5,614.00	\$ 561.40	\$ 5,052.60
<b>Subtotal</b>	<b>\$ 5,614.00</b>	<b>\$ 561.40</b>	<b>\$ 5,052.60</b>
<b>Task Group 2 - Alternatives Study</b>			
1 Project Scoping Meeting	\$ 1,515.00	\$ 151.50	\$ 1,363.50
13 Identify Alternatives	\$ 14,228.00	\$ 1,422.80	\$ 12,805.20
<b>Subtotal</b>	<b>\$ 15,743.00</b>	<b>\$ 1,574.30</b>	<b>\$ 14,168.70</b>
<b>Task Group 3 - Preliminary Design Report</b>			
14 Complete Alternatives Analysis	\$ 18,397.00	\$ 1,839.70	\$ 16,557.30
64 Structural Design Report	\$ 9,505.00	\$ 950.50	\$ 8,554.50
15 Assemble Preliminary Design Report	\$ 4,572.00	\$ 457.20	\$ 4,114.80
16 Preliminary Design Report Approved	\$ 1,587.00	\$ 158.70	\$ 1,428.30
<b>Subtotal</b>	<b>\$ 34,061.00</b>	<b>\$ 3,406.10</b>	<b>\$ 30,654.90</b>
<b>Task Group 4 - Operations and Maintenance Plan</b>			
60 O&M Check	\$ 10,505.00	\$ 1,050.50	\$ 9,454.50
<b>Subtotal</b>	<b>\$ 10,505.00</b>	<b>\$ 1,050.50</b>	<b>\$ 9,454.50</b>
<b>Task Group 5 - Biological Assessment/MSHCP Compliance</b>			
7 Prepare and Complete Prelim Biological	\$ 5,724.00	\$ 572.40	\$ 5,151.60
<b>Subtotal</b>	<b>\$ 5,724.00</b>	<b>\$ 572.40</b>	<b>\$ 5,151.60</b>
<b>Task Group 6 - CEQA Compliance and Air Analysis</b>			
23 CEQA/Section 18 Hearing	\$ 32,965.00	\$ 3,296.50	\$ 29,668.50
<b>Subtotal</b>	<b>\$ 32,965.00</b>	<b>\$ 3,296.50</b>	<b>\$ 29,668.50</b>
<b>Task Group 7 - Construction Drawings</b>			
56 60% Design Drawings (Submittal)	\$ 7,275.00	\$ 727.50	\$ 6,547.50
56 60% Design Drawings (Approval)	\$ 7,275.00	\$ 727.50	\$ 6,547.50
65 90% Design Drawings (Submittal)	\$ 5,870.00	\$ 587.00	\$ 5,283.00
65 90% Design Drawings (Approval)	\$ 5,870.00	\$ 587.00	\$ 5,283.00
68 Specifications	\$ 5,207.00	\$ 520.70	\$ 4,686.30
69 Estimates	\$ 4,539.00	\$ 453.90	\$ 4,085.10
67 100% Plan Preparation	\$ 6,386.00	\$ 638.60	\$ 5,747.40
<b>Subtotal</b>	<b>\$ 42,422.00</b>	<b>\$ 4,242.20</b>	<b>\$ 38,179.80</b>
<b>Task Group 8 - Project Management and Coordination</b>			
1 Project Scoping Meeting	\$ 2,700.00	\$ 270.00	\$ 2,430.00
7 Prepare and Complete Prelim Biological	\$ 3,489.00	\$ 348.90	\$ 3,140.10
11 Prelim Design Report	\$ 3,820.00	\$ 382.00	\$ 3,438.00
23 CEQA/Section 18 Hearing	\$ 3,932.00	\$ 393.20	\$ 3,538.80
47 60% Plan	\$ 3,734.00	\$ 373.40	\$ 3,360.60
63 90% Plan	\$ 3,662.00	\$ 366.20	\$ 3,295.80
67 100% Plan	\$ 3,489.00	\$ 348.90	\$ 3,140.10
<b>Subtotal</b>	<b>\$ 24,826.00</b>	<b>\$ 2,482.60</b>	<b>\$ 22,343.40</b>
<b>Lump Sum Total</b>	<b>\$ 171,860.00</b>	<b>\$ 17,186.00</b>	<b>\$ 154,674.00</b>
<b>Time and Materials</b>			<b>Budget</b>
64 Structural Design Report (Terrain Engineering)			\$ 21,800.00
7 Prepare and Complete Prelim Biological (GLA)			\$ 32,111.00
23 CEQA Postage (Webb)			\$ 3,000.00
<b>Time and Materials Total</b>			<b>\$ 56,911.00</b>
<b>Retention Payment (Upon Signature of Mylars)</b>			<b>\$ 17,186.00</b>
<b>Grand Total</b>			<b>\$ 228,771.00</b>