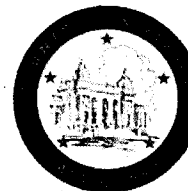


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.17
(ID # 9776)

MEETING DATE:

Tuesday, August 6, 2019

FROM: ECONOMIC DEVELOPMENT AGENCY (EDA) AND SALTON SEA AUTHORITY:

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA) AND SALTON SEA AUTHORITY:

Salton Sea North Shore Marina Dredging Project - California Environmental Quality Act Exempt, Approval of In-Principle and Project Budget, Approval of Memorandum of Understanding with the Salton Sea Authority and Professional Services Agreement for Environmental Planning and Compliance Services with Dudek, District 4. [\$1,799,330 - Salton Sea Authority Department Funds - 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Salton Sea North Shore Marina Dredging (Salton Sea Dredging) Project for inclusion in the Capital Improvement Program (CIP);
2. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1 Existing Facilities Exemption, Section 15308 Actions taken by Regulatory Agencies for the Protection of the Environment Exemption, and Section 15061 (b)(3) "Common Sense" Exemption;
3. Approve in-principle the Salton Sea Dredging Project located in the unincorporated North Shore community in California; for dredging of the marina and provide access to boats to the Salton Sea;

(Continued on Page 2)

ACTION:Policy, CIP

Robert Field, Assistant County Executive Officer/ECO 7/16/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington and Perez
Nays: None
Absent: Hewitt
Date: August 6, 2019
xc: EDA

Kecia R. Harper
Clerk of the Board

By
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

4. Approve a project budget in the amount not to exceed of \$1,799,330 for the Project;
5. Authorize the acceptance of Salton Sea Authority Funds, not to exceed \$1,799,330, for reimbursement to the Economic Development Agency (EDA) for incurred project related expenses;
6. Approve and authorize the Chairman of the Board (Chairman) to execute the attached Memorandum of Understanding between the County of Riverside (County) and the Salton Sea Authority to restore the North Shore Marina access;
7. Approve the attached Professional Services Agreement for Environmental Planning and Compliance Services between the County and Dudek from La Quinta, California, in the amount not to exceed of \$141,646, and authorize the Chairman to execute the agreement on behalf of the County;
8. Authorize the Assistant County Executive Officer/ECD to administer the Professional Services Agreement with Dudek in accordance with the applicable Board policies;
9. Delegate project management authority for the Project to the Assistant County Executive Officer/ECD in accordance with applicable Board policies, including the authority to utilize consultants on the approved pre-qualified list for related services in connection with the Project that are within the approved project budget; and
10. Authorize the Purchasing Agent to execute pre-qualified consultant service agreements not to exceed \$100,000 per pre-qualified consultant, per fiscal year, in accordance with applicable Board policies for this project, and the sum of all project contracts shall not exceed \$1,799,330.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,349,498	\$ 449,832	\$ 1,799,330	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Salton Sea Authority Funds – 100%			Budget Adjustment: No	
			For Fiscal Year: 2019/20-2020/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

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

The County of Riverside (County) owns and operates the 2010 renovated North Shore Yacht Club. This historic facility serves as a community center adding to the quality of life for local residents. It has a marina with a boat ramp that used to provide access to the Salton Sea. However, as a result of the dropping water levels and increased sedimentation, the boat ramp is no longer usable for access to the Salton Sea. These conditions exist at other locations leading to a loss of viable launch points for research vessels to conduct studies and analysis.

Federal and State agencies along with colleges and universities are in need of a functional boat launching point for research vessels to monitor and report on conditions.

The North Shore Yacht Club offers an ideal venue for these agencies to partner with Riverside County under auspices of the Salton Sea Authority to re-establish use of the launch ramp and marina access. The County is a member of the Salton Sea Authority, a joint powers authority created in 1993 to ensure the beneficial uses of the state's largest inland sea. The State of California is directed in state law (AB 71 – M. Perez) to coordinate and consult with the Salton Sea Authority on matters pertaining to revitalization of the Salton Sea.

In accord with AB 71, the Salton Sea Authority has coordinated with the California Natural Resources Agency as well as the U.S. Bureau of Reclamation (BOR) to clean the launch ramp and dredge the marina so that boats can once again access the Salton Sea. The Salton Sea Dredging Project will restore access at the northern end of the Salton Sea needed to conduct monitoring and habitat restoration activities associated with endangered Desert pupfish habitat and monitoring for overall water quality metrics that may affect human health and other sensitive species, such as migratory birds. The BOR and the Coachella Valley Mountain Conservancy (CVMC) have indicated willingness to provide grant funding for the dredging of the North Shore Marina. An MOU between the Salton Sea Authority and EDA establishes the guidelines by which work will be performed.

On June 19, 2018, Item 3.9, the Board approved a pre-qualified list of architectural and engineering design professionals and related consultants to be retained on an as-needed basis. Due to their experience, EDA has selected Dudek from the pre-qualified list to provide environmental planning services for the Project.

EDA recommends the Board approve the Salton Sea Dredging Project in the amount not to exceed of \$1,799,330 and authorize the assistance to the Salton Sea Authority to pursue grants to reimburse project-related costs. EDA will also pursue the most cost effective project delivery method and award in accordance with applicable Board policies.

Pursuant to CEQA, the action was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines Section 15301, Class 1 – Existing Facilities Exemption, Section 15308, Class 8 – Actions by Regulatory Agencies for Protection of the Environment Exemption, and Section 15061 (b)(3), General Rule or “Common Sense” Exemption. The Project is the dredging of sediment to provide boat access to the Salton Sea. The dredging would occur within

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

the permitting and regulations of the United States Army Corps of Engineers, the State and federal Departments of Fish and Wildlife, the Environmental Protection Agency, and the State Regional Water Quality Control Board. The dredging of the marina is a maintenance activity to support the operation of an existing facility; no expansion of an existing use will occur, and no significant impact would result from the dredging of the marina. A Notice of Exemption will be filed by EDA staff within 5 days of Board approval.

Impact on Residents and Businesses

The Salton Sea Dredging Project would provide boat access to the Salton Sea in support of scientific monitoring and research. All other launch options at the sea have been lost due to sedimentation and dropping water levels. The dredging of the marina would remove sediment that is exposed to the air and will significantly lessen the risk of exposing pollutants into the atmosphere from the removed sediment. The project will also demonstrate the viability of interagency partnerships in delivering projects of mutual benefit at the Salton Sea.

Additional Fiscal Information

The approximate allocation of the project budget is as follows:

PROJECT BUDGET LINE ITEMS	CATEGORY	PROJECT BUDGET AMOUNT
Architectural Design	1	0
Construction Management	2	0
Construction Contract	3	1,300,779
Offsite Construction	4	0
Project Management	5	105,000
Fixtures, Furnishings, Equipment	6	0
Other Soft Costs / Specialty Consultants	7	169,976
Project Contingency	8	163,575
Minor Construction	9	60,000
Project Budget		\$ 1,799,330

All costs associated with this Board action will be 100% funded with Salton Sea Authority Funds. Expenditures for FY 2019/20 are estimated at \$1,349,498; expenditures for FY 2020/21 are estimated at \$449,832.

Attachments:

- Memorandum of Understanding between the County of Riverside and the Salton Sea Authority

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

- Professional Services Agreement with Dudek

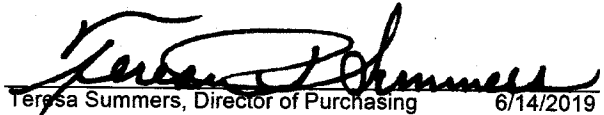
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Rohini Dasika, Principal Management Analyst 7/29/2019


Teresa Summers, Director of Purchasing 6/14/2019


Gregory L. Priamos, Director County Counsel 7/16/2019

**MEMORANDUM OF AGREEMENT
BETWEEN THE SALTON SEA AUTHORITY
AND THE RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY
REGARDING THE RESTORATION OF THE NORTH SHORE MARINA ACCESS TO
MONITOR DESERT PUFFISH AND WATER QUALITY AT THE SALTON SEA
GRANT**

WHEREAS, the Salton Sea Authority ("Authority also known as the Grantee") is a joint powers agency, existing pursuant to a Joint Powers Agreement ("JPA"), created to work with the State of California, the federal government and others to restore the Salton Sea, including the protection of endangered species, fisheries, water fowl and recreation; and,

WHEREAS, the Riverside County Economic Development Agency ("EDA also known as the County and in this agreement, a Subcontractor") is a County of Riverside entity that increases jobs, wages and capital investment from jobs to housing to community events that delivers social, economic and cultural benefits that enrich the quality of life in Riverside County; the County of Riverside is a member of the Authority; and,

WHEREAS, the Authority, in cooperation with the County, applied for and has been awarded by the Bureau of Reclamation, Lower Colorado Region ("BOR Resources"), a grant in the amount of \$800,000.00 ("Grant Project") pursuant to a Funding Agreement with the Bureau of Reclamation, Agreement Number R19AP00080 ("Funding Agreement"); and

WHEREAS, the Authority and EDA desire to work together to implement the Grant Project pursuant to the Funding Agreement; and,

WHEREAS, on DATE, the Riverside County Board of Supervisors approved the recommendations of the Salton Sea Authority and authorized the County Executive Office to enter into a Memorandum of Agreement with the Grantee;

NOW, THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the above premises and of the mutual covenants herein contained and for other valuable consideration, the parties hereto agree as follows:

In order to effectuate the above-stated goals, the parties hereby agree as follows:

1. Once a contract is signed with the Bureau or Reclamations, SSA agrees to pay for expenses incurred as of April 2019 that were performed and clarified by EDA during the proposed new agreement process. The contract is expected to be ratified within September of 2019 which infers that the contract would operate for 12 months thereafter.

2. Payments for work performed will be paid quarterly with the first quarter ending September 30, 2019. EDA shall submit their expenditures include back-up documentation to SSA and SSA will authorize the agreed upon expense(s) reimbursement by the 20th of the following month. If this methodology becomes a burden for the Subcontractor, the Subcontractor can submit their invoice early for SSA payment consideration; this would be mutually agreed upon by both the Grantee and the Subcontractor. This scenario would be exercised if the bulk of expenses occurred within one quarter and the Contractor would not want there to be any delays in scheduling or servicing.
3. EDA agrees that any expenses will be charged to the Grant as specified in their Subcontractor budget and SSA will approve said expenses based on the same.
4. Grant funds shall only be used in the manner they were proposed and approved by the Bureau of Reclamation. Any changes, alterations, etc., to the budget must be approved by the partners, (Grantee and Subcontractor) and submitted to the BOR for approval if contract stipulations require before any action can be taken on the proposed budget changes.
5. Any controversy, dispute or claim between the Authority and EDA arising under this Agreement that cannot be resolved by good faith negotiations between the parties shall be resolved by binding arbitration pursuant to Article 13.1 of the JPA.

IN WITNESS WHEREOF, THE PARTIES AFFIX THEIR SIGNATURES ON THE DATE(S) INDICATED BELOW:

Dated: Sept. 19, 2019

SALTON SEA AUTHORITY

By: Castulo Estrada
Castulo Estrada
Salton Sea Authority President

Dated: AUG 06 2019

RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY

By: Kevin Jeffries
Kevin Jeffries,
Riverside County Board of Supervisors' Chairman

FORM APPROVED COUNTY COUNCIL

BY Kristine Bell-Valdez DATE 2
77933.00032\9520788.1
DRAFT 1/19/15, 5/29/15 final

ATTEST:
KECIA R. HARPER, Clerk
By KECIA R. HARPER
DEPUTY

PROFESSIONAL SERVICES AGREEMENT

For SALTON SEA NORTH SHORE MARINA DREDGING PROJECT

FM05190009377

This Agreement is made and entered as of the date of the last signature on the signature page of this contract by and between DUDEK (herein referred to as "CONSULTANT"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY").

WHEREAS, Government Code Section 31000 et seq. authorizes the COUNTY to contract for services with a person who is specially trained and experienced, and who is competent to perform the special services required; and

WHEREAS, CONSULTANT has the expertise, special skills, knowledge and experience to perform the duties set out herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES: CONSULTANT shall perform all services and other activities necessary to PROVIDE ENVIRONMENTAL PLANNING AND COMPLIANCE SERVICES as described in further detail in Exhibit "A" for the Project entitled: SALTON SEA NORTH SHORE DREDGING PROJECT. CONSULTANT shall provide all services in accordance with this Agreement and as outlined and specified in Exhibit "A", consisting of 12 page(s), attached hereto and by this reference incorporated herein.

1.1 CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform all services, duties and obligations required by this Agreement to fully and adequately complete the project. CONSULTANT shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONSULTANT further represents and warrants to the COUNTY that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. CONSULTANT further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.

AUG 06 2019 3.17

2. PERIOD OF PERFORMANCE: CONSULTANT shall commence performance of services within one (1) calendar day after execution of this Agreement, and shall diligently perform the services to full completion of the Project as required and in accordance with the scheduled Project completion date of **July 31, 2020**, unless sooner terminated as specified in Paragraph 8, or extended as provided in Paragraph 13. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

3. COMPENSATION: The COUNTY shall pay the CONSULTANT for services performed and expenses incurred as follows:

3.1 COUNTY shall pay to CONSULTANT for services performed in accordance with the Scope of Services set forth in Exhibit "A". The total amount of compensation paid to CONSULTANT under this Agreement shall not exceed the maximum of **ONE HUNDRED FORTY-ONE THOUSAND SIX HUNDRED FORTY SIX (\$141,646.00)** per Exhibit A, unless a written amendment to the Agreement is executed by both parties prior to performance of additional services.

3.2 Reimbursable expenses, if applicable, are defined in Exhibit "A".

3.3 Said compensation shall be paid in accordance with an invoice submitted to COUNTY by CONSULTANT within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice.

3.4 Unless otherwise stated in Exhibit "A", the basis for the monthly invoice and payment thereon shall be on a percentage completion basis to be billed monthly.

3.5 Labor Code and Prevailing Wages Rates

3.5.1 Certain Classifications of Labor under this contract are subject to prevailing wage requirements. It is anticipated that survey and/or soils testing work will or may be performed which classifications are subject to payment of prevailing wage when performed as pre-construction or construction activities on a public works project.

3.5.2 Reference is made to Chapter 1, Part 7, Division 2 of the California Labor

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

3.5.3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>, and are available at the main office of COUNTY.

4. INDEPENDENT CONTRACTOR: COUNTY retains CONSULTANT on an independent contractor basis. CONSULTANT is not, and shall not be considered to be in any manner, an employee, agent or representative of the COUNTY. CONSULTANT shall not be entitled to any benefits payable to employees of COUNTY including County Workers' Compensation benefits.

COUNTY is not required to make any deductions from the compensation payable to CONSULTANT under this Agreement, and as an independent contractor, CONSULTANT hereby holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

Personnel performing any services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT'S exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.

5. CONSULTANT'S RESPONSIBILITY: It is understood that the CONSULTANT has the skills, experience and knowledge necessary to perform the services agreed to be performed under this Agreement, and that the COUNTY relies upon the CONSULTANT'S representations about its skills, experience and knowledge to perform the CONSULTANT'S services in a competent manner. Acceptance by the COUNTY of the services to be performed under this Agreement does not operate as a release of said CONSULTANT from responsibility for the work performed. It is further understood and agreed that the CONSULTANT is apprised of the scope of the work to be performed under this Agreement and the CONSULTANT agrees that said work can and shall be performed in a fully competent manner.

6. INDEMNITY AND HOLD HARMLESS

6.1 Basic Indemnity. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to County), indemnify, and hold harmless County of Riverside, its Agencies, Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and each of their respective directors, members, officers, employees, agents, representatives and volunteers ("Indemnitee(s)"), and each of them, from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, negligent breach of contract), recklessness, or willful misconduct on the part of CONSULTANT

or its Subconsultants, or their respective employees, agents, representatives, or independent contractors.

CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractors of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this contract and arising out of work performed for County pursuant to this Agreement. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnatee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnatee to the extent not required under the provisions of Paragraph 6.2, below.

6.2 Indemnity for Design Professional Services. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to County), indemnify and hold harmless the Indemnitees, and each of them, against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful misconduct constituting professional negligence on the part of CONSULTANT or its Subconsultants, or their respective employees, agents, representatives, or independent contractors. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnatee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnatee to the extent not required under the provisions of this section. CONSULTANT shall defend and pay, all costs and fees, including but not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the extent and in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT arising out of or from the performance of professional design services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, willful

misconduct of CONSULTANT. The cost for defense shall apply whether or not CONSULTANT is a party to the lawsuit, and shall apply whether or not CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.

Without affecting the rights of County under any other provision of this Agreement, CONSULTANT shall not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnatee for a Loss due to that Indemnatee's negligence, recklessness or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of CONSULTANT and Indemnatee or has been adjudged by the findings of a court of competent jurisdiction.

CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this section from each and every Subconsultant, of every Tier.

CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.

The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

7. INSURANCE: Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the COUNTY harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. 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 County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified 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 COUNTY as Additional Insured. 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.

C. 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 COUNTY as Additional Insureds.

D. Professional Liability:

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 \$2,000,000 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 as long as the law allows.

E. 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 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 policy term.
- 2) The CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, 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 COUNTY, 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 County of Riverside 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 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) shall contain the covenant of the insurance agent/producer that thirty (30) days written notice shall be

given to the County of Riverside prior to cancellation of such insurance except ten (10) days for cancellation due to nonpayment. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified copies of the policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONSULTANT shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, review original of the 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. Upon COUNTY'S request, CONSULTANT shall make available for inspection by County Risk Manager, at a mutually agreeable location, copies of CONSULTANT'S insurance policies.*

4) It is understood and agreed to by the parties hereto that the CONSULTANT'S insurance shall be construed as primary insurance, and the COUNTY'S insurance/or deductible and/or self-insured retentions or self-insured program 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 in the scope of work; or, the term of this Agreement, including any extension thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County 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 subcontractors working under this Agreement.

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

8) CONSULTANT agrees to notify COUNTY 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.

8. TERMINATION: COUNTY may, by written notice to CONSULTANT, terminate this Agreement in whole or in part at any time. Such termination may be for COUNTY'S convenience or because of CONSULTANT'S failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of CONSULTANT to timely perform services pursuant to the Scope of Services described in Exhibit "A" of this Agreement.

8.1 Discontinuance of Services. Upon Termination, CONSULTANT shall, unless otherwise directed by the Notice, discontinue all services and deliver to the COUNTY all data, estimates, graphs, summaries, reports, and other related materials as may have been prepared or accumulated by CONSULTANT in performance of services, whether completed or in progress.

8.2 Effect of Termination For Convenience. If the termination is to be for the convenience of the COUNTY, the COUNTY shall compensate CONSULTANT for services satisfactorily provided through the date of termination. CONSULTANT shall provide documentation deemed adequate by COUNTY to show the services actually completed by CONSULTANT prior to the date of termination. This Agreement shall terminate thirty (30) days following receipt by the CONSULTANT of the written Notice of Termination.

8.3 Effect of Termination For Cause. If the termination is due to the failure of CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be compensated for those services which have been completed in accordance with this Agreement and accepted by the COUNTY. In such case, the COUNTY may take over the work and prosecute the same to completion by contract or otherwise. Further, CONSULTANT shall be liable to the COUNTY for any reasonable additional costs incurred by the COUNTY to revise work for which the COUNTY has compensated CONSULTANT under this Agreement, but which the COUNTY

has determined in its sole discretion needs to be revised in part or whole to complete the Project. Prior to discontinuance of services, the COUNTY may arrange for a meeting with CONSULTANT to determine what steps, if any, CONSULTANT can take to adequately fulfill its requirements under this Agreement. In its sole discretion, County's Representative may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the Parties, shall become binding on CONSULTANT and shall be performed as part of this Agreement. In the event of termination for cause, unless otherwise agreed to in writing by the parties, this Agreement shall terminate seven (7) days following the date the Notice of Termination was mailed to the CONSULTANT. Termination of this Agreement for cause may be considered by the COUNTY in determining whether to enter into future agreements with CONSULTANT.

8.4 Notwithstanding any of the provisions of this Agreement, CONSULTANT'S rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, or a willful or material breach of this Agreement by CONSULTANT, or in the event of CONSULTANT'S unwillingness or inability for any reason whatsoever to perform the duties hereunder, or if the Agreement is terminated pursuant to Section 8. In such event, CONSULTANT shall not be entitled to any further compensation under this Agreement.

8.5 Cumulative Remedies. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

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

10. ADMINISTRATION: The Deputy Director, Economic Development Agency, Project Management Office (or designee) shall administer this Agreement on behalf of COUNTY.

11. ASSIGNMENT: This Agreement shall not be assigned by CONSULTANT, either in

whole or in part, without prior written consent of COUNTY. Any assignment or purported assignment of this Agreement by CONSULTANT without the prior written consent of COUNTY will be deemed void and of no force or effect.

12. NONDISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, physical condition, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

13. ALTERATION: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No additional services shall be performed by CONSULTANT without a written amendment to this Agreement.

CONSULTANT understands that the County Purchasing Agent or the County Board of Supervisors are the only authorized COUNTY representatives who may at any time, by written order, make any alterations within the general scope of this Agreement.

If CONSULTANT feels that any work requested of it is beyond the scope of services under this Agreement, any claim by the CONSULTANT for adjustment under this paragraph shall be made within thirty (30) days of when the CONSULTANT is requested to perform the disputed scope of work.

14. LICENSE AND CERTIFICATION: CONSULTANT verifies upon execution of this Agreement, possession of a current and valid license and certification in compliance with any local, State, and Federal laws and regulations relative to the scope of services to be performed under Exhibit "A", and that services(s) will be performed by properly trained and licensed staff.

15. CONFIDENTIALITY: CONSULTANT shall maintain the confidentiality of any and all records and information accessed or processed under this Agreement. CONSULTANT shall not disclose, except as permitted by this Agreement or as authorized by the COUNTY, any oral or written communication, information, or effort of cooperation between COUNTY and CONSULTANT, or between COUNTY and CONSULTANT and any other party.

16. DOCUMENTS: The COUNTY acknowledges that the CONSULTANT'S reports,

drawings, specifications, field data, field notes, laboratory test data, calculations, estimates and other similar documents are instruments of professional service, not products. Although ownership of such documents normally is retained by the CONSULTANT they nonetheless shall in this instance become upon their creation the property of the COUNTY whether the Project is constructed or not. The COUNTY may use design documents and the designs depicted in them, without the CONSULTANT'S consent, in connection with the Project, or other COUNTY Projects, including, without limitation, future additions, alterations, connections, repairs, information, reference, use or occupancy of the Project(s). Any reuse of the documents by COUNTY without the written consent of the CONSULTANT shall be at COUNTY'S sole risk and without liability or legal exposure to the CONSULTANT, and COUNTY shall indemnify, defend and hold the CONSULTANT harmless from any claims or losses arising out of such use of the design documents by the COUNTY.

16.1 Upon completion of each phase of work described in Exhibit "A", the CONSULTANT shall furnish to the COUNTY one (1) copies of the deliverables, and/or documents completed for that phase as specified in Exhibit "A". Upon approval thereof by the COUNTY, the CONSULTANT shall furnish one reproducible set along with an electronic copy on Compact Disk (CD) of the deliverables and/or documents.

17. JURISDICTION, VENUE: This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.

18. WAIVER: Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping COUNTY from enforcement hereof.

19. 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.

20. ENTIRE AGREEMENT: 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 be deemed to be merged herein. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.

21. NOTICES: All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

COUNTY:

Economic Development Agency

Project Management Office

3403 10th Street, Suite 400

Riverside, CA 92501

Attn: Anna Rodriguez

CONSULTANT:

Dudek

78-075 Main Street, Suite G-203

La Quinta, CA, 92553

Attn: Britney Strittmater

22. AUTHORIZATION: The party hereto for the COUNTY has caused their duly authorized representative to approve the contents of this Agreement as representative of the COUNTY'S requirements for this project. The execution of this Agreement by the COUNTY shall be through the authority given in the approval of the capital project and budget authority by the Board of Supervisors in Minute Order M.O. AND DATE (IF APPLICABLE) and for the Purchase Order issued pursuant to the same.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representative to execute this Agreement.

"COUNTY"

COUNTY OF RIVERSIDE

By: 

Chairman, Board of Supervisors

KEVIN JEFFRIES

ATTEST:

Kecia R. Harper

Clerk of the Board

By: 

Deputy

(SEAL)

APPROVED AS TO FORM:

Gregory P. Priamos

County Counsel

By: 

Deputy County Counsel

"CONSULTANT"

Dudek

By: Joe Monaco

Title: President

By: 

Federal Tax I.D. No. _____

Address: _____

EXHIBIT A SCOPE OF WORK

July 15, 2019

Mr. Mike Sullivan, Senior Environmental Planner
Riverside County Economic Development Agency
Project Management Office
3403 Tenth Street, Suite 400
Riverside, California 92501

Subject: Proposal for Environmental Compliance Services for the Salton Sea North Shore Beach & Yacht Club Dredging Project

Dear Mr. Sullivan:

Dudek is pleased to submit this proposal to provide environmental compliance services for the Salton Sea North Shore Beach & Yacht Club Dredging Project (proposed project) located at the North Shore Beach & Yacht Club (NSBYC) marina of the Salton Sea. Dudek understands that the Riverside County Economic Development Agency (RDA) proposes to conduct dredging at the NSBYC marina of the Salton Sea to allow boats to once again use the boat ramp to access the waterbody. Dredging would occur at the breakwater channel entrance and the NSBYC marina. Based upon communications with RDA, the total amount of sediment to be removed is anticipated to be 17,000 cubic yards and the dredge footprint is estimated at approximately 6.5-acres. The dredge material placement site is yet to be determined. The Salton Sea is considered state and federal jurisdictional waters, subject to Section 404 and 401 of the Clean Water Act and Section 1602 of the State Fish and Game Code. Additionally, the proposed project is within the plan area of the Coachella Valley Multiple-Species Habitat Conservation Plan (CVMSHCP); however, it is outside of any plan-designated conservation areas. The scope of work includes preparation of a biological resources report, including a consistency analysis of the project with the CVMSHCP, preparation of a jurisdictional delineation report, and preparation of a cultural report. This scope of work does not include resource agency permit application preparation since the types of permits required and the level of effort involved will vary, depending upon the results of these technical studies

Task 1 Environmental Technical Studies

Based on our initial review of the project, we have identified the need for the following technical studies for issuance of the resource agency permits: biological technical report, jurisdictional delineation report, and cultural resources. As stated above, the scope of work and cost for obtaining resource agency permits will be submitted at a later date, since the type of permits and level of effort will vary significantly depending on the results of these studies.

Task 1.1 Biological Resources Letter Report

Dudek will prepare a biological assessment report documenting biological resources present within the project site and additional steps required for protection of those resources in accordance with federal, state, and local laws. As previously stated, the project site is located within the boundary of the CVMSHCP; however, it is located outside of any CVMSCHP conservation areas. As a covered activity under the CVMSHCP, the proposed project would receive incidental take authorization for species covered by the CVMSHCP, including desert pupfish (*Cyprinodon macularius*

macularius). However, through the 404 permit process, the U.S. Army Corps of Engineers is required to consult with the U.S. Fish and Wildlife Service to confirm project consistency with the CVMSHCP if habitat for federal listed species is found to be present. The biological resources report will include a review of the CVMSHCP and discuss the project's consistency with the CVMSHCP.

Biological Field Survey

Dudek will initiate this task with a literature review to include the California Natural Diversity Database (CNDDDB), California Native Plant Society's (CNPS) *Inventory of Rare and Endangered Plants*, U.S. Fish and Wildlife Service (USFWS) occurrence data, and U.S. Department of Agriculture soil survey reports relevant to the project site. Additional information sources consulted will include Dudek's internal geographic information system (GIS) biological resources database and historic and current aerial photographs, as appropriate. Following completion of the literature review, Dudek biologists will conduct a biological survey of each of the project footprint and a 500-foot buffer where accessible (study area), to identify existing biological resources and potential biological constraints. Dudek biologists will map vegetation communities in the field directly onto a 200-scale (1" = 200'), digital orthographic map. The vegetation mapping will be consistent with nomenclature used in the CVMSHCP. A general inventory of plant and wildlife species detected by sight, calls, tracks, scat, or other sign will be compiled, as well as a determination of potential sensitive species or resources that could occur within the study area. Special focus will be placed on resources commonly accepted as regionally sensitive by the USFWS and CDFW.

Report

The results of the biological survey will be summarized in a letter report. The report will incorporate the results of the reconnaissance survey including a discussion of the survey methodology, limitations, and results. Vegetation communities and special-status biological resources will be described in terms of their regional significance and presence on site, including an estimate of observed special-status species' population size and condition. All biological resources observed or with potential to occur on site with any reasonable potential to constrain the project will be addressed in the report. Also included in the report will be an assessment of existing conditions, an impacts analysis, and an assessment of the significance of impacts in accordance with CEQA and other applicable county, state, and federal laws. Potential impacts will be discussed in the context of the CVMSHCP and include a discussion of potential impacts to sensitive vegetation communities and habitat for covered species. Dudek will recommend specific avoidance, minimization, and mitigation measures for impacts identified that will reduce impacts to a level below significance, if possible. Proposed mitigation requirements for potential impacts to sensitive or special-status resources will be discussed in terms of regional planning, and city, state, and federal laws and guidelines to comply with all existing biological resource laws, regulations, and court precedent. Graphics will be prepared to illustrate the location of the site, the existing biological conditions, and the proposed project impacts.

Assumptions

Dudek assumes two biologists for two person days. This scope of work does not include focused surveys.

Deliverables

- One electronic version of the Draft Biological Resources Assessment Letter Report

Mr. Mike Sullivan, Riverside Economic Development Agency

Subject: Proposal for Environmental Compliance Services for the Salton Sea North Shore Beach & Yacht Club
Dredging Project

- One electronic version and one hard copy of the Final Biological Resources Assessment Letter Report based on one (1) round of review of draft

Cost for Task 1.1\$10,687.00

Task 1.2 Jurisdictional Delineation Letter Report

Dudek will conduct a formal delineation of waters of the United States, including wetlands, waters of the state, and streambeds under the jurisdiction of the USACE, RWQCB, and CDFW within the project site and within 50 feet of the project site, where accessible. The USACE jurisdictional wetlands delineation will be conducted in accordance with the 1987 U.S. Army Corps of Engineers Wetland Delineation Manual (TR Y-87-1) and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region*; hydrology, vegetation, and soils will be examined at potential wetland sites, and will be recorded on wetland determination data forms. Non-wetland waters of the United States will be delineated based on the ordinary high water mark. The limits of areas under the jurisdiction of the RWQCB generally match those areas delineated as USACE-jurisdictional. CDFW-regulated lakes and streambeds are defined by the presence of a bed and bank, as well as associated resources, and will be mapped based on top-of-bank measurements or the outer drip-line of associated riparian vegetation, if relevant. The extent of jurisdictional waters will be determined in the field by collecting data using a GPS unit with sub-meter accuracy; these shapes will be transferred to topographic base, and a GIS coverage will be created. For efficiency, Dudek will conduct the delineation fieldwork during the biological field review (Task 1.1, above).

The results of the jurisdictional delineation will be provided in a jurisdictional delineation letter report. The report will include a description of the methodology, results described by jurisdiction, mapping of jurisdictional areas, and an impacts assessment. Data sheets and photos will be included as appendices.

Assumptions

Dudek will conduct the jurisdictional delineation concurrently with Task 1.1. Dudek assumes two biologists for two person days. This scope of work assumes no more than 14 data stations will be collected during this effort. This scope of work does not include resource agency permitting.

Deliverables

- One electronic version of the Draft Jurisdictional Delineation Letter Report
- One electronic version and one hard copy of the Final Jurisdictional Delineation Letter Report based on one (1) round of review of draft

Cost for Task 1.2\$9,895.00

Task 1.3 Cultural Resources Letter Report

Based on the provided information, a cultural inventory report is required that meets CEQA (Riverside County) and USACE Section 106 compliance to support an application for a USACE Section 404 permit. We are proposing to complete an inventory for the Area of Potential Effects (APE), which consists of approximately 6.5 acres of the North

Mr. Mike Sullivan, Riverside Economic Development Agency

Subject: Proposal for Environmental Compliance Services for the Salton Sea North Shore Beach & Yacht Club
Dredging Project

Shore marina. The APE is defined according to Section 106 requirements as the total area of development and Project impacts. We assume there are no buildings or structures in the APE that are more than 50 years old. The Project is adjacent to the NRHP listed North Shore Beach and Yacht Club, but will not impact the resource. This inventory will consist of cultural records searches, a Native American Heritage Commission (NAHC) Sacred Lands File (SLF) search, tribal information outreach, intensive pedestrian survey, and documentation of results to County of Riverside standards. These tasks have been outlined below.

Task 1.3.1 Records Search

Dudek will begin by conducting a California Historical Resources Information Systems (CHRIS) records search of the Project APE and a one-mile radius at the Eastern Information Center (EIC), which houses cultural resource records for Riverside County. The purpose of the records search is to identify any previously recorded cultural resources that may be located within the Project APE. In addition to a review of previously prepared site records and reports, the records search will also review historical maps of the Project APE, ethnographies, the National Register of Historic Places (NRHP), the California Register of Historical Resources (CRHR), the California Historic Property Data File, and the lists of California State Historical Landmarks, California Points of Historical Interest, Archaeological Determinations of Eligibility, and historical Sanborn Fire Insurance maps. Dudek will also review other reports and archival documents that are on file from working on other projects in the immediate vicinity. The EIC records search direct cost is estimated to be **\$500.00**.

Cost for Task 1.3.1..... \$1,068.00

Task 1.3.2 Native American Coordination

Dudek will contact the California Native American Heritage Commission (NAHC) to request a review of their Sacred Lands File. The NAHC will determine if their files indicate Native American sacred sites to be located within or near the Project APE. In addition, the NAHC will provide a list of Native American contacts for the Project who should be contacted for additional information. Dudek will prepare and mail a letter to each of the NAHC-listed contacts, requesting that they contact us if they know of any Native American cultural resources within or immediately adjacent to the Project APE. Per USACE guidelines, follow-up emails and calls with these representatives will also be made.

The proposed Project is also subject to compliance with Assembly Bill (AB) 52, which requires lead agencies to provide tribes (who have requested notification) with early notification of the proposed Project and (if requested) consultation with respect to tribal cultural resources. It is assumed that AB 52 consultation will be completed by the County. Should it be needed, as part of the initial Sacred Lands File search request to the NAHC, Dudek will also request a separate current AB 52 contact list. This will be provided to County agency staff for their reference and use, if required. Dudek is able to provide assistance to the County for their AB52 obligations at no extra cost, such as providing draft letters, and assisting in responses, but we assume no in person meetings will be required.

Cost for Task 1.3.2..... \$850.00

Task 1.3.3 Survey the Project APE

Upon completion of the records search, Dudek will conduct a Phase I field survey of the Project APE for cultural resources. The intensive-level survey will require no more than one (1) archaeologist, who meets the Secretary of the Interior's Professional Qualification Standards, one day (1) to survey the entire 6.5 acre Project APE (including travel time). It is assumed that no archaeological resources will be identified requiring recordation. The County does not require tribal representatives to participate in Phase I field surveys. Should resources be encountered, Dudek will complete field-level photographic, descriptive and locational documentation. Minimum standards for reporting of resources are a Department of Parks and Recreation (DPR) form. Recordation and DPR form preparation is often sufficient to evaluate simple, non-significant resources (such as historic refuse scatters and historical-era roads) for local and California Register of Historical Resources (CRHR) eligibility. Should significant resources be encountered, and are unable to be avoided by Project design, additional evaluation efforts (such as excavation or in depth archival research) may be warranted. Preparation of DPR forms and/or evaluation of archaeological resources are not part of the current scope, however Dudek will work with you to provide a scope and cost for these additional efforts if required.

Cost for Task 1.3.3..... \$1,294.00

Task 1.3.4 Prepare Cultural Resources Report

Dudek will prepare a cultural resources report meeting Section 106 requirements and County of Riverside standards that summarizes the results of the CHRIS records search, background research, NAHC and tribal correspondence, and cultural resources survey. The report will include an abstract, table of contents, project description, regulatory framework, all sources consulted, field methodology, setting, and findings. In addition, the report will discuss the proposed Project's potential to impact historical resources under CEQA or adversely affect historic properties under Section 106. The report will also provide mitigation measures and recommendations as appropriate. We assume that consultation with the State Historic Preservation Office (SHPO) will be completed by the USACE directly, and will not require Dudek support.

Cost for Task 1.3.4..... \$2,295.00

Task 2 Water Quality Sampling and Technical Studies

Task 2.1 Preparation of Sampling and Analysis Plan per U.S. Army Corps of Engineers Requirements

A Draft Sampling and Analysis Plan (SAP) will be prepared for tiered testing pursuant to *Evaluation of Dredged Material Proposed for Disposal at Island, Nearshore, or Upland Confined Disposal Facilities — Testing Manual* (USACE 2003) and *QA/QC Guidance for Sampling and Analysis of Sediments, Water, and Tissues for Dredged Material Evaluations - Chemical Evaluations* (EPA 1995). The source material from the proposed dredge location (NSBYC marina of the Salton Sea) are proposed to be sampled. It is Dudek's understanding that existing samples from the site are limited to visual review and that no specific grain size analysis of the material has been conducted. The sediment sample collected from the proposed dredge area during the pre-dredge survey consisted of a mixture

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Subject: Proposal for Environmental Compliance Services for the Salton Sea North Shore Beach & Yacht Club Dredging Project

of crusty material made up of small shells and coarse-grained sand, as well as very fine silt possibly with some clay component. The U.S. Army Corps of Engineers (USACE) will be consulted to determine whether a SAP is required for this project. Alternatively, the USACE could provide minimum sampling requirements in lieu of the SAP, as this approach has been implemented on similar projects.

The SAP, if required, shall address tiered testing requirements (including grain size, bulk chemistry and the potential need for other testing) and be reviewed by the USACE for concurrence prior to any sampling of the materials. At this time, Dudek anticipates that at a minimum Tier I and Tier II evaluation will be required for the NSBYC sediments. Tier I evaluation involves compilation of all existing information to determine the potential for contaminants of concern (COCs) to have been introduced to the sediment. This involves research of historical land use, proximity to potential sources of contamination, and grain size analysis, if available. The NSBYC was built in 1959 in accordance with plans by modernist architect Albert Frey and opened in 1962. In 1981, the North Shore suffered from a severe flood, which wiped out the jetty at the yacht club, making it impossible for boats to dock there. The facility was mostly in disuse from 1981 until 2009 when the County of Riverside began to restore the facility. To restore access to the boat launch facility, it is proposed that dredged material at an elevation of approximately -225 feet mean sea level (msl) be dredged to a proposed depth of -241 feet msl to provide 2.5 feet of water at the current minimum sea water level of -237.5 feet.

A Tier II evaluation of NSBYC material may be required to verify the absence of COCs. A Tier II evaluation would involve sampling for the following anticipated constituents: metals, pesticides, herbicides, PCBs, total organic carbon and possibly other constituents. The final list of constituents will be based on the Tier I evaluation and consultation with the USACE and other regulatory agencies such as the Colorado River Regional Water Quality Control Board (RWQCB).

A Tier III evaluation would be required if results from the Tier II evaluation indicate the need for further evaluation. Tier III testing could involve bioassays to determine potential toxicity or bioaccumulation impacts. This proposal does not include costs for Tier III testing. Should Tier III testing be required by the regulatory agencies, Dudek will request authorization for additional scope and budget.

Assumptions

Dudek will conduct up to one pre-application meeting with the resource agencies, including USACE, and possibly USEPA, and RWQCB, to review the project description and the project requirements. Dudek assumes that the meeting will be held either in Riverside at the Riverside County Economic Development Agency office or at one of the USACE offices. The meeting will be used to 1) determine the need for a SAP or use of minimum sampling requirements to be provided by USACE, and 2) get buy-in on the proposed sediment sampling locations and analyses. One additional meeting with USACE may be held following this project kick-off meeting, as needed. Additionally, this scope includes one site visit to the project site.

This scope of work and cost estimate assumes one revision/review cycle by County staff for the SAP. Additional rounds of review can be negotiated for an additional fee. This scope also includes one revision/review cycle by the USACE.

Cost for Task 2.1.....\$10,810.00

Task 2.2 Tier II Sampling and Analysis of NSBYC Sediments

Sampling and laboratory analysis of the NSBYC sediments will be conducted in accordance with the SAP approved by the USACE or alternative minimum sampling requirements approved by USACE. Currently, Dudek anticipates that four days of sampling will be required to collect a minimum of 3 samples per acre for a total of 21 core samples (Note: current area of dredging is approximately 6.5 acres; Figure 1). Based on ACOE's guidance, a minimum of 21 core samples will be required for laboratory analysis for physical properties (grain size) metals, pesticides, herbicides, PCBs, total organic carbon, and possibly other constituents. The laboratory cost estimate included in this proposal is based on requirements for similar sampling projects and the final laboratory costs may differ if the USACE or other regulatory agencies require additional testing. This cost estimate is based on Tier I and Tier II testing only. If additional analysis is warranted under Tier III, Dudek will request authorization for additional scope and budget. The subcontractor costs for laboratory analysis and Vibro-core sampling are currently anticipated at \$95,017. Sample collection is expected to occur over four days and laboratory analysis will take a minimum of 15 days. Again, the sub-contractor cost may change based on consultation with the USACE during preparation of the SAP; Dudek will notify the Riverside County Economic Development Agency if costs for laboratory analysis and Vibro-core sampling will exceed \$95,017.

Assumptions

Samples will consist of 21 Vibro-cores collected from each sample location up to the total proposed dredge depth of approximately 16 feet below ground surface. Samples are proposed to be collected from depths of 2, 8, and 16 feet below ground surface. Continuous cores will be collected to characterize the sediments by depth and actual depths analyzed will be finalized during the field investigation based on visual log of the sediments. Dudek assumes that samples can be collected using Vibro-core sampling techniques and that sampling equipment can access the entire dredge area (i.e., sampling barge can be launched from existing boat ramp). Dudek will conduct a field inspection prior to equipment mobilization to confirm access. Utility clearance would include DigAlert® clearance in compliance with Government Code Section 4216. A private mark-out is not included in this scope and fee but can be provided if required. Dudek contacted the County of Riverside Indio Branch Office to determine if boring permits are required for this project. County of Riverside indicated that no permits or fees are required for coring. Laboratory analysis of sediment collected from the cores includes physical analysis of grain size of 21 discrete samples and chemical analysis of 21 discrete or composite samples for herbicides by EPA 8151A, organochlorine pesticides by EPA 8081A, polychlorinated biphenyls (PCBs) by EPA 8082, total organic carbon by EPA 9060, and Title 22 metals by 6010b/7000.

Cost for Task 2.2.....\$95,017.00

Task 2.3 Report of Sampling Analysis

Dudek will prepare a report detailing the results of the sampling and analysis conducted in Task 2 in accordance with the SAP. A conclusions section will be included in the report stating suitability of use of the dredged material for upland placement and/or detailing further testing required, if necessary. It will take three to four weeks to prepare the report once the analytical results are received from the laboratory.

Assumptions

Mr. Mike Sullivan, Riverside Economic Development Agency

Subject: Proposal for Environmental Compliance Services for the Salton Sea North Shore Beach & Yacht Club Dredging Project

This scope of work and cost estimate does not include additional analyses for landfill disposal locations. This scope of work and cost estimate assumes one revision/review cycle by County staff for the Report. Additional rounds of review can be negotiated for an additional fee. This scope also includes one revision/review cycle by the USACE.

Dudek will coordinate with USACE staff, including up to one meeting with USACE staff to review the results of the report.

Cost for Task 2.3 \$9,730.00

Optional Task Dewatering Effluent Returning to Salton Sea


It is proposed to use a hydraulic dredge and an approximately 1,200-foot long dredge slurry line to discharge the dredged material to the upland dredge material placement site. As such, dewatering of the dredged material will be required, likely using a dredged material containment area consisting of influent from the dredge slurry line, area for sedimentation, a weir and effluent that is proposed to be discharge back to the Salton Sea, assuming that the discharge rate exceeds the infiltration rate of the containment area. Effluent standards may be imposed as a requirement for water quality certification. Standards, in terms of suspended solids or turbidity, may be used as described in the USACE's *Dredging and Dredged Material Management Engineer Manual EM 1110-2-5025* (July 2015) to design containment areas to meet effluent standards. The settling process usually provides removal of fine-grained dredged material down to a level of several hundred milligrams per liter or lower for saltwater conditions. If the required effluent standard is not met by gravity settling, the dewatering design must provide for additional treatment of the effluent. It is recommend to undertake the design of the settling process including collection of dredged material for the column settling test in coordination with the selected project contractor. Minimum project-specific effluent standards should be included in the bid documents. While this proposal does not include dewatering design, Dudek can assist the selected project contractor with dewatering design, if requested, and costs can be provided under an addendum proposal.

Cost Summary

Dudek will complete the scope outlined above, including direct costs, on a time-and-materials basis in an amount not to exceed **\$141,646.00**, as detailed in the attached cost worksheet. A total of **\$82,521** is included in this budget and is reserved for document mailing, mileage, cultural resources records search fees, laboratory analysis fees, and Vibro-core sampling fees.

Thank you for the opportunity to submit this proposal. Please do not hesitate to contact me at 760.601.3416 or Brock Ortega at 760.479.4254 with any questions.

Sincerely,


Britney Strittmater
Biologist

Att.: A - Cost Worksheet
cc: Brock Ortega, Dudek
Trey Driscoll, Dudek



Attachment A

Cost Worksheet

Employee	Brock Ortega	Britney Strittmatter	Anna Cassidy	Andrew W Greis			Brad E Comeau	Angela N Pham	Jay S Wolf	Trey Driscoll				Labor Hours	Labor @ Billing Rates	Direct Costs	Total
Billing Category	Project Director/ Environmental	Specialist IV	Analyst V	GIS Specialist III	Publications Specialist II	Technical Editor II	Enviro Specialist/ Archaeologist		Technician I		Sr Hydrogeologist I	Hydrogeologist I/ Engineer II	Technical Editor I				
% Used on Job	3%	5%	21%	4%	1%	1%	1%	3%	5%	6%	14%	36%	2%				
Phase	245.00	170.00	120.00	150.00	95.00	130.00	170.00	130.00	80.00	240.00	185.00	125.00	115.00				
Task 1: Technical Studies																	
Task 1.1: Biological Resources Letter Report	6	14	44	6	1	2								73	10,385	302	10,687.00
Task 1.2: Jurisdictional Delineation Letter Report	4	14	44	6	1	2								71	9,895		9,895.00
Task 1.3: Cultural Resources Letter Report														-	-		-
Task 1.3.1 Records Search									6					6	480	588	1,068.00
Task 1.3.2 Native American Coordination								5						5	650	200	850.00
Task 1.3.3 Survey the Project APE				1					12					13	1,110	184	1,294.00
Task 1.3.4 Prepare Cultural Resources Report				2	1		2	12						17	2,295		2,295.00
Task 2: Water Sampling and Technical Studies																	
Task 2.1: Preparation of Sampling and Analysis Plan per ACQE Requirements										10	22	32	2	66	10,700	110	10,810.00
Task 2.2: Tier II Sampling and Analysis of NSBYC Sediments										8	16	72		96	13,880	81,137	95,017.00
Task 2.3: Report of Sampling Analysis										6	18	36	4	64	9,730		9,730.00
Total Hours	10	28	88	15	3	4	2	17	18	24	56	140	6	411			
Total Billing	2,450	4,760	10,560	2,250	285	520	340	2,210	1,440	5,760	10,360	17,500	690		59,125	82,521	141,646