

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



ITEM: 3.40  
(ID # 19665)

**MEETING DATE:**

Tuesday, August 02, 2022

**FROM :** EXECUTIVE OFFICE:

**SUBJECT:** EXECUTIVE OFFICE: Approval of the Consultant Services Agreement with Dudek for Preliminary Engineering and Final Design of the Salton Sea North Lake Pilot Demonstration Project. District 4 [Total Cost \$4,123,451.92; up to \$412,345 in additional compensation - State Reimbursement]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Consultant Services Agreement between the County of Riverside and Dudek for the Preliminary Engineering and Final Design of the Salton Sea North Lake Pilot Demonstration Project through September 30, 2024, in the amount of \$4,123,451.92, and authorize the Chairman of the Board to sign the Agreement on behalf of the County.
2. Authorize the County Executive Officer or his/her designee, to sign amendments approved as to form by County Counsel that make modifications to the scope of services (including authorizing additional services as may be necessary) that stay within the intent of the Agreement and make modifications to the compensation provisions that do not exceed the sum total of ten percent (10%) of the cost of the Agreement.
3. Direct the Clerk of the Board to return two (2) executed Agreements to the Executive Office.

**ACTION:Policy**

Juan C. Perez, Chief Operating Officer

7/28/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: August 2, 2022  
xc: E.O.

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$3,711,106	\$412,345.92	\$4,123,451.92	\$
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$
<b>SOURCE OF FUNDS: State Reimbursement – Proposition 68</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 22/23-24/25</b>	

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

**BACKGROUND:**

**Summary**

The Salton Sea North Lake Pilot Demonstration Project is being funded through the Proposition 68 grant for the Salton Sea revitalization which includes various habitat and dust suppression projects under the Salton Sea Management Program (SSMP) 10-Year Plan. One of the proposed SSMP 10-Year projects and the focus of this project is for the construction of a demonstration lake at the north end of the Salton Sea consisting of approximately 156 acres of both shallow and deep-water fish and bird habitat. The project will have shallow habitat running along over one mile of shoreline and approximately 30 acres will be developed as deep-water habitat for fish.

The County advertised a Request for Proposal (RFP) for an engineering firm to perform services necessary to complete relevant preliminary design and technical studies, prepare bid ready design plans, engineering estimates and specifications (PS&E Docs), and provide the bid and construction support needed to construct the Salton Sea North Lake Pilot Demonstration Project. After conducting interviews, Dudek was selected and this item is the approval of the proposed services agreement. The detailed scope, proposed schedule, and negotiated fee for performing the consultant services for the project are provided in Attachment's "A", "B", and "C" respectively of the agreement.

The County will be the lead on the project and will coordinate with all its partners. The partner agencies are the Salton Sea Authority (SSA), California Natural Resource Agency (CNRA), California Department of Water Resources (DWR), and the California Department of Fish and Wildlife (CDFW). It is located on the North Shore of the Salton Sea of Riverside County, California, near the North Shore Beach and Yacht Club facilities.

On April 26, 2021 the SSA entered into a Grant Agreement with the State of California (DWR) for the construction of the North Lake Demonstration Pilot Project, located within the County of Riverside. On October 19, 2021, the agency reimbursement agreement between the SSA and the County of Riverside was approved by the Board of Supervisors (Agenda Item No 3.4). Under the terms of this agreement, the County will serve as a subcontractor to the SSA, applying the expertise and capital project delivery methods of County staff for the

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

delivery of this project. This agreement also provides a reimbursement framework for the County from SSA, in consultation with the DWR, for the costs of delivering the project.

**Impact on Residents and Businesses**

The project is an important step in the efforts to restore the Salton Sea and will meet the dust suppression and habitat restoration goals outlined in the Salton Sea Management Plan SSMP 10-year plan.

**Additional Fiscal Information**

The consultant will perform preliminary engineering, plans, specs, estimates, final design and environmental clearance, final design, and optional water supply for the project in the negotiated amount of \$4,123,451.92. The contract terminates September 30, 2024.

For this agreement, the County will pay for Dudek's invoices monthly through the EO Dept ID (11029) and seek reimbursement from the state on a quarterly basis. The terms of the State reimbursement agreement for this project allows the County to be fully reimbursed for costs on a quarterly basis.

**ATTACHMENTS:**

- **Consultant Services Agreement for Salton Sea North Lake Pilot Demonstration Project between County of Riverside and Dudek**

  
Cynthia M. Gural, Chief Deputy County Counsel 7/27/2022

## Maxwell, Sue

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**From:** cob@rivco.org  
**Sent:** Tuesday, August 2, 2022 9:03 AM  
**To:** COB  
**Subject:** Board comments web submission

**CAUTION:** This email originated externally from the Riverside County email system. **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.



**First Name:** Patrick  
**Last Name:** O'Dowd  
**Phone:** 760-238-7777  
**Agenda Date:** 08/02/2022  
**Agenda Item # or Public Comment:** 3.40  
**State your position below:** Support  
**Comments:** I am the executive director for the Salton Sea Authority. Requested by Supervisor Perez to speak to this item. Thank you!

**Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID # 864 4411 6015 . Password is 20220802. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am am with the phone number you provided in the form so you can be identified during the meeting.**



## Maxwell, Sue

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**From:** cob@rivco.org  
**Sent:** Tuesday, August 2, 2022 9:11 AM  
**To:** COB; patrick@odowd.us  
**Subject:** Board comments web submission

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First Name:	Patrick
Last Name:	O'Dowd
Phone:	760-238-7777
Email:	patrick@odowd.us
Agenda Date:	08/02/2022
Agenda Item # or Public Comment:	3.40
State your position below:	Support

Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID # 864 4411 6015 . Password is 20220802. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am am with the phone number you provided in the form so you can be identified during the meeting.

**Maxwell, Sue**

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**From:** cob@rivco.org  
**Sent:** Tuesday, August 2, 2022 9:36 AM  
**To:** COB; mloera@leadershipcounsel.org  
**Subject:** Board comments web submission

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First Name: Mariela  
Last Name: Loera  
Phone: 9097288680  
Email: mloera@leadershipcounsel.org  
Agenda Date: 08/02/2022  
Agenda Item # or Public Comment: 3.40  
State your position below: Support

**Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID # 864 4411 6015 . Password is 20220802. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.**

Contract No.:

Termination Date:

09/30/2024

Amount

\$4,123,451.92

Authorized:

[Yes]

State Funding:

## **CONSULTANT SERVICES AGREEMENT**

for

**SALTON SEA NORTH LAKE PILOT DEMONSTRATION PROJECT**

between

**County of Riverside**

and

**Dudek**

AUG 09 2022 3.40

## Table of Contents

ARTICLE I INTRODUCTION .....	1
ARTICLE II CONSULTANT'S REPORTS OR MEETINGS .....	2
ARTICLE III STATEMENT OF WORK .....	2
ARTICLE IV PERFORMANCE PERIOD.....	3
ARTICLE V ALLOWABLE COSTS AND PAYMENTS.....	3
ARTICLE VI TERMINATION .....	5
ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS .....	5
ARTICLE VIII RETENTION OF RECORDS/AUDIT .....	6
ARTICLE IX AUDIT REVIEW PROCEDURES .....	6
ARTICLE X SUBCONTRACTING .....	7
ARTICLE XI EQUIPMENT PURCHASE .....	8
ARTICLE XII STATE PREVAILING WAGE RATES .....	8
ARTICLE XIII CONFLICT OF INTEREST .....	9
ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION .....	9
ARTICLE XV PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING.....	10
ARTICLE XVI STATEMENT OF COMPLIANCE .....	10
ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION .....	11
ARTICLE XVIII FUNDING REQUIREMENTS.....	12
ARTICLE XIX CHANGE IN TERMS .....	12
ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION.....	13
ARTICLE XXI CONTINGENT FEE .....	15
ARTICLE XXII DISPUTES .....	15
ARTICLE XXIII INSPECTION OF WORK.....	16
ARTICLE XXIV SAFETY .....	16
ARTICLE XXV INDEMNIFICATION AND INSURANCE.....	17
ARTICLE XXVI OWNERSHIP OF DATA.....	22
ARTICLE XXVII CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR.....	22
ARTICLE XXVIII CONFIDENTIALITY OF DATA .....	23
ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION .....	23
ARTICLE XXX LEGAL COMPLIANCE .....	24
ARTICLE XXXI EVALUATION OF CONSULTANT .....	24
ARTICLE XXXII RETENTION OF FUNDS .....	24
ARTICLE XXXIII NOTIFICATION .....	25
ARTICLE XXXIV CONTRACT .....	25
ARTICLE XXXV APPROVALS .....	26
<b>ATTACHMENTS</b>	
<i>In the event that the terms in any of the Attachments conflicts with the terms as provided in the Agreement, the terms of the Agreement shall prevail.</i>	
Scope of Services.....	A1
Schedule of Services.....	B1
Compensation Plan .....	C1

ARTICLE I INTRODUCTION

A. This Consultant Services Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Dudek, a California corporation, hereinafter referred to as "CONSULTANT".

B. Coordination of CONSULTANT and COUNTY activities shall be accomplished through a CONSULTANT Project Manager and a COUNTY Contract Administrator.

The CONSULTANT's Project Manager for CONSULTANT shall be:

Charles Greely

Located at:

606 Third Street, Encinitas, CA 92024

The COUNTY's Contract Administrator for COUNTY shall be:

Douglas Ordonez

Located at:

4080 Lemon Street, 4<sup>th</sup> Floor, Riverside, CA 92501

C. CONSULTANT shall perform:

The covenants set forth in Article III entitled Statement of Work;

In accordance with the time frames set forth in Article IV entitled Performance Period;

For the fees set forth in Article V entitled Allowable Costs and Payments.

D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of COUNTY.

E. Without the written consent of COUNTY, this contract is not assignable by CONSULTANT either in whole or in part.

F. No alteration or variation of the terms of this contract 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.

G. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel per the uses and rates allowed by the California Department of Human Resources.

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

I. Other public agencies that may be involved with the PROJECT including, but not limited to cooperative, funding, reviewing, regulatory or operating agencies are listed below and will hereinafter be collectively referred to as the "AGENCIES".

- Salton Sea Authority (SSA)
- California Department of Water Resources (DWR)
- California Natural Resource Agency (CNRA)
- Coachella Valley Water District (CVWD)
- Imperial Irrigation District (IID)
- California Department of Fish and Wildlife (CDFW)
- Other Utility Companies and agencies as needed

## **ARTICLE II CONSULTANT'S REPORTS OR MEETINGS**

A. To ensure understanding and performance of the contract objectives, meetings between COUNTY, AGENCIES, and CONSULTANT shall be held as often as deemed necessary (typically at least monthly). All work objectives, CONSULTANT's work schedule, the terms of the contract and any other related issues will be discussed and/or resolved. CONSULTANT shall keep minutes of meetings and distribute copies of minutes as appropriate. Progress reporting shall conform with the contract administration requirements of the COUNTY's Consulting Services Manual including providing updated copies of the following documents at each project coordination meeting.

- Meeting Agendas
- Meeting Sign-in Sheets
- Meeting Minutes (prior meeting)
- Action Items Tracking List
- Deliverables Tracking List
- Schedule Summary

B. CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator, as needed, which could be as often as monthly, to discuss progress on the contract.

## **ARTICLE III STATEMENT OF WORK**



CONSULTANT shall furnish all technical and professional services including labor, material, equipment, transportation, supervision, and expertise to fully and adequately perform and complete the covenants set forth in Attachment A, Scope of Services, which is attached hereto and incorporated herein by reference.

#### ARTICLE IV PERFORMANCE PERIOD

A. This contract shall go into effect on June 28, 2022 contingent upon the issuance of a notice to proceed from COUNTY's Contract Administrator after this contract has been approved by the County of Riverside Board of Supervisors, and CONSULTANT shall commence work after written notification to proceed by COUNTY'S Contract Administrator. The contract shall end on September 30, 2024, unless extended by contract amendment.

B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

C. Services provided under this contract may be performed in separate Milestones or Phases. The sequencing and scheduling of these Milestones or Phases is set forth in Attachment B, Schedule of Services, which is attached hereto and incorporated herein by reference.

#### ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in Attachment C, Compensation Plan, which is attached hereto and incorporated herein by reference, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Compensation Plan. In the event, that COUNTY determines that a change to the scope of work from that specified in the Contract is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work. Any amendments to the contract must receive written approval from the State prior to issuing the contract amendment. The maximum total cost as specified in Article V.H shall not be exceeded, unless authorized by contract amendment.

B. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$253,033.41. The

fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the Compensation Plan.

D. When milestone or phase cost estimates are included in the Compensation Plan, CONSULTANT shall obtain prior written approval for a revised milestone or phase cost estimate from the COUNTY's Contract Administrator before exceeding such cost estimate.

E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs.

A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.

F. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.

G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each Milestone or Phase and each project as applicable. Invoices shall follow the format stipulated for the Compensation Plan using the Project-specific & Multi-phase Contract Invoice templates provided in the COUNTY Consulting Services Manual and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract Administrator at the address provided in Article I.B.

H. The total amount payable by COUNTY including the fixed fee shall not exceed \$4,123,451.92.

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the Compensation Plan and is approved by COUNTY's Contract Administrator.

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

K. The services included under the terms of this contract are funded in whole or in part as noted below:

State funds: ☒ are included

CONSULTANT acknowledges the funds for this Agreement come from a State of California Department of Water Resources Proposition 68 Local Assistance Grant. The Salton Sea Authority and the State of California entered into that certain Grant Agreement between the State of California (Department of Water Resources) and Salton Sea Authority Agreement Number 4600013991 Proposition 68 Local Assistance Grant on April 26, 2021 for the Salton Sea North Lake Pilot Demonstration Project ("Grant Agreement"). Under the terms of said Grant Agreement, COUNTY will essentially serve as a subcontractor to the Salton Sea Authority, applying the expertise and capital project deliver methods of COUNTY staff for the delivery of the Project. COUNTY and Salton Sea Authority entered into that certain Agency Reimbursement Agreement by and between Salton Sea Authority and the County of Riverside for the Salton Sea North Lake Pilot Demonstration Project in the County of Riverside, approved by the COUNTY Board of Supervisors on October 19, 2021, Agenda Item 3.4, providing a reimbursement framework for the COUNTY from the Salton Sea Authority, in consultation with the State of California Department of Water Resources, for the costs of delivering the Project ("Reimbursement Agreement"). As such, CONSULTANT hereby agrees to abide by any requirements of the Grant Agreement and Reimbursement Agreement as may be applicable to this Agreement and agrees to work with COUNTY so that COUNTY meets all obligations imposed on it through the Grant Agreement and the Reimbursement Agreement.

#### ARTICLE VI TERMINATION

- A. COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. COUNTY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract with CONSULTANT, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

#### ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition

1 Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of  
2 individual items.

3 B. CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform  
4 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

5 C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to  
6 be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part  
7 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.

#### 8 **ARTICLE VIII RETENTION OF RECORDS/AUDIT**

9 For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code  
10 of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the  
11 performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and  
12 COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and  
13 other evidence pertaining to the performance of the contract, including but not limited to, the costs of  
14 administering the contract. All parties shall make such materials available at their respective offices at all  
15 reasonable times during the contract period and for three years from the date of final payment under the contract.  
16 The state, State Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government shall  
17 have access to any books, records, and documents of CONSULTANT and it's certified public accountants (CPA)  
18 work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and  
19 transactions, and copies thereof shall be furnished if requested.

#### 20 **ARTICLE IX AUDIT REVIEW PROCEDURES**

21 A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not  
22 disposed of by agreement, shall be reviewed by COUNTY'S Chief Financial Officer.

23 B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by  
24 COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in  
25 writing.

26 C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and  
27 timely performance, in accordance with the terms of this contract.

28 D. Audit Terms and Conditions.

29 CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or

reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

#### **ARTICLE X SUBCONTRACTING**

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that, which is expressly identified in the Compensation Plan.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.
- D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).



**ARTICLE XI EQUIPMENT PURCHASE**

A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in CONSULTANT's Compensation Plan and exceeding \$5,000 prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

**ARTICLE XII STATE PREVAILING WAGE RATES**

In the event that a portion of the work performed by CONSULTANT are by crafts affected by state labor laws, the following terms and conditions shall apply.

A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of



the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

When all of the work performed by CONSULTANT is performed by crafts not affected by state labor laws or are not contemplated for use, the State of California's General Prevailing Wage Rates are not applicable to this contract.

**Note:** The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction contracts.

#### ARTICLE XIII CONFLICT OF INTEREST

A. CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.

B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

#### ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for

the value of the work actually performed; to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**ARTICLE XV PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING**

A. CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or COUNTY appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

**ARTICLE XVI STATEMENT OF COMPLIANCE**

A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 11102.

1 B. During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully  
2 discriminate, harass, or allow harassment against any employee or applicant for employment because of sex,  
3 race, color, ancestry, religious, national origin, ethnic group identification, age, physical disability (including  
4 HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), genetic information, marital  
5 status, or sexual orientation. CONSULTANT and subconsultants shall insure that the evaluation and  
6 treatment of their employees and applicants for employment are free from such discrimination and  
7 harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and  
8 Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder  
9 (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair  
10 Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in  
11 Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by  
12 reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give  
13 written notice of their obligations under this clause to labor organizations with which they have a collective  
14 bargaining or other Agreement.

15 C. The CONSULTANT shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted  
16 programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation  
17 of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will  
18 implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the  
19 basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the  
20 benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or  
21 their assignees and successors in interest.

22 D. The CONSULTANT, with regard to the work performed by it during the Agreement shall act in accordance  
23 with Title VI. Specifically, the CONSULTANT shall not discriminate on the basis of race, color, national origin,  
24 religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of  
25 materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the  
26 discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices  
27 when the Agreement covers a program whose goal is employment.

## 28 **ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

29 A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the

1 laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines  
2 to Agencies on Government wide Debarment and Suspension (non procurement)", which certifies that he/she  
3 or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not  
4 currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal  
5 agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal  
6 agency within the past three (3) years; does not have a proposed debarment pending; and has not been  
7 indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any  
8 matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification  
9 must be disclosed to COUNTY.

10 B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in  
11 determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating  
12 agency, and dates of action.

13 C. Exceptions to the System for Award Management (SAM) maintained by the General Services Administration  
14 are to be determined by the Federal Highway Administration.

#### 15 **ARTICLE XVIII FUNDING REQUIREMENTS**

16 A. It is mutually understood between the parties that this contract may have been written before ascertaining the  
17 availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program  
18 and fiscal delays that would occur if the contract were executed after that determination was made.

19 B. This contract is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose  
20 of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any  
21 statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the  
22 provisions, terms, or funding of this contract in any manner.

23 C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any  
24 reduction in funds.

25 D. COUNTY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by  
26 mutual agreement to amend the contract to reflect any reduction of funds.

#### 27 **ARTICLE XIX CHANGE IN TERMS**

28 A. This contract may be amended or modified only by mutual written agreement of the parties.

29 B. All modifications that do not fit within the definition of a minor modification shall be considered a major change

and must be approved by amendment.

C. Minor modifications are changes or additions to the services being provided as defined in Article IV Statement of Work but that are consistent with and needed to complete the contracted services and do not require an increase in the total amount payable by COUNTY as provided in Article V.H and does not reduce the budget allowed for any subconsultant classified in this Agreement as a DBE. Minor modifications are approved as follows:

Shifting of budget and/or work between tasks within a single Milestone or Phase is allowable without authorization by COUNTY.

Shifting of budget and/or work between different Milestones or Phases may be approved by execution of a Administrative Budget Modification by both CONSULTANT and COUNTY in accordance with the procedures specified in the COUNTY Consulting Services Manual.

D. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY's Contract Administrator.

E. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed as Key Personnel in the approved Scope of Services, which is a part of this contract without prior written approval by COUNTY's Contract Administrator.

#### **ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

If Article V.K identifies that Federal funds are used, in whole or in part, to fund the services performed under this contract then compliance with the provisions of Article XX as described below is required. If Article V.K identifies that services are not funded in whole or in part with Federal funds then compliance with the requirements of Article XX is not required.

A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

B. The goal for DBE participation for this contract is N/A%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.



- 1 C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the  
2 performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant  
3 shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.  
4 CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of  
5 US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material  
6 breach of this contract, which may result in the termination of this contract or such other remedy as COUNTY  
7 deems appropriate.
- 8 D. Any subcontract entered into as a result of this contract shall contain all of the provisions of Article XX.
- 9 E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons  
10 specified in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must  
11 meet the procedural requirements specified in 49 CFR 26.53(f).
- 12 F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the  
13 contract and is carrying out its responsibilities by actually performing, managing, and supervising the work  
14 involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used  
15 on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing  
16 (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF,  
17 evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid  
18 under the, contract is commensurate with the work it is actually performing, and other relevant factors.
- 19 G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or  
20 project through which funds are passed in order to obtain the appearance of DBE participation. In  
21 determining whether a DBE is such an extra participant, examine similar transactions, particularly those in  
22 which DBEs do not participate.
- 23 H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its  
24 contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than  
25 would be expected on the basis of normal industry practice for the type of work involved, it will be presumed  
26 that it is not performing a CUF.
- 27 I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into  
28 with certified DBEs. The records shall show the name and business address of each DBE or vendor and the  
29 total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of



1 payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work  
2 performed by their own forces along with the corresponding dollar value of the work.

3 J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form  
4 entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants"  
5 CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized  
6 representative and shall be furnished to the COUNTY's Contract Administrator with the final invoice. Failure  
7 to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the  
8 dollar value of the invoice being withheld from payment until the form is submitted. The amount will be  
9 returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business  
10 Enterprises (DBE), First-Tier Subconsultants" is submitted to the COUNTY's Contract Administrator.

11 K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify  
12 CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during  
13 the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification.  
14 Any changes should be reported to COUNTY's Contract Administrator within 30 days.

#### 15 **ARTICLE XXI CONTINGENT FEE**

16 CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or  
17 retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage,  
18 brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling  
19 agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this  
20 warranty, COUNTY has the right to annul this contract without liability; pay only for the value of the work actually  
21 performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full  
22 amount of such commission, percentage, brokerage, or contingent fee.

#### 23 **ARTICLE XXII DISPUTES**

24 A. In the event CONSULTANT considers any work demanded of him to be outside the requirements of the  
25 Agreement, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall promptly  
26 upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon he  
27 shall proceed without delay to perform the work or to conform to the order, instruction, or decision; but unless  
28 CONSULTANT finds such order, instruction, or decision satisfactory, he shall within 20 days after receipt of  
29 same, file a written protest with COUNTY stating clearly and in detail his objections and reasons therefore.

1 Except for such protests or objections as are made of record in the manner specified and within the time  
2 stated herein, and except for such instances where the basis of a protest could not reasonably have been  
3 foreseen by CONSULTANT within the time limit specified for protest, CONSULTANT hereby waives all  
4 grounds for protests or objections to the orders, instruction, or decisions of COUNTY and hereby agrees that,  
5 as to all matters not included in such protests, the orders, instructions and decisions of COUNTY will be  
6 limited to matters properly falling within COUNTY's authority.

7 B. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of  
8 by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and Chief  
9 Operating Officer or designee, who may consider written or verbal information submitted by CONSULTANT.

10 C. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and  
11 estimate, CONSULTANT may request review by COUNTY Governing Board of unresolved claims or disputes,  
12 other than audit. The request for review will be submitted in writing.

13 D. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full  
14 and timely performance in accordance with the terms of this contract.

#### 15 **ARTICLE XXIII INSPECTION OF WORK**

16 CONSULTANT and any subconsultant shall permit COUNTY, the state, and the FHWA if federal participating  
17 funds are used in this contract; to review and inspect the project activities and files at all reasonable times during  
18 the performance period of this contract including review and inspection on a daily basis.

#### 19 **ARTICLE XXIV SAFETY**

20 A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety  
21 equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY Safety  
22 Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests  
23 at all times while working on the construction project site.

24 B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that such  
25 areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of  
26 the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take  
27 all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling  
28 public from injury and damage from such vehicles.

29 C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

D. In the event CONSULTANT performs trenching of five feet or deeper in the performance any service provided under this Agreement, CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

## ARTICLE XXV INDEMNIFICATION AND INSURANCE

### A. Basic Indemnity

1. To the fullest extent permitted by applicable law, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to COUNTY), indemnify, and hold harmless the County of Riverside, the Salton Sea Authority, and the California Department of Water Resources, their Agencies, Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and each of their respective directors, members officers, employees, agents, volunteers and representatives ("Indemnitees") 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.
2. "Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgments, settlements and expenses, including, without limitation, full and actual attorney's fees (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees, arbitrator and arbitration fees and mediator and mediation fees.
3. 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 contract. 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 Indemnitee or any other person or entity; provided however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph B. below.

B. Indemnity for Design Professional Services

1. 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 Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee 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.
2. 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 Indemnitee for a Loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of CONSULTANT and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.
3. 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.
4. 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'

1 compensation acts, disability benefit acts or other employee benefit acts.

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

4 C. INSURANCE

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

11 1. Workers' Compensation:

12 If the CONSULTANT has employees as defined by the State of California, the CONSULTANT shall  
13 maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State  
14 of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with  
15 limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive  
16 subrogation in favor of the County of Riverside.

17 2. Commercial General Liability:

18 Commercial General Liability insurance coverage, including but not limited to, premises liability,  
19 unmodified contractual liability, products and completed operations liability, personal and advertising  
20 injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT'S  
21 performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's  
22 limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance  
23 contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2)  
24 times the occurrence limit.

25 3. Vehicle Liability:

26 If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then  
27 CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an  
28 amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a  
29 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.

4. 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.

5. General Insurance Provisions - All lines:

- a. 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.
- b. The CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$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 Country'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.
- c. 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) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing 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, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- d. 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 and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions 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.
- f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subconsultants working under this Agreement.
- g. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- h. 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.

**ARTICLE XXVI OWNERSHIP OF DATA**

- A. Ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into. CONSULTANT acknowledges that the plans, drawings and/or other work products may be used by COUNTY for the PROJECT regardless of any disputes that may develop between CONSULTANT and COUNTY. All plans, drawings, or other work product shall be deemed the sole and exclusive property of COUNTY to be used as desired by COUNTY, and ownership thereof is irrevocably vested in COUNTY whether the PROJECT is implemented or not.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other projects, for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA and COUNTY shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

**ARTICLE XXVII CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR**

- A. If claims are filed by COUNTY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COUNTY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

1 B. CONSULTANT's personnel that COUNTY considers essential to assist in defending against construction  
2 contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will  
3 be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel  
4 services under this contract.

5 C. Services of CONSULTANT's personnel in connection with COUNTY's construction contractor claims will be  
6 performed pursuant to a written contract amendment, if necessary, extending the termination date of this  
7 contract in order to resolve the construction claims.

8 **ARTICLE XXVIII CONFIDENTIALITY OF DATA**

9 A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations,  
10 which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this  
11 contract, shall be protected by CONSULTANT from unauthorized use and disclosure.

12 B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the  
13 contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on  
14 any other occasion.

15 C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or  
16 COUNTY's actions on the same, except to COUNTY's staff, CONSULTANT's own personnel involved in the  
17 performance of this contract, at public hearings or in response to questions from a Legislative committee.

18 D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding  
19 work performed or to be performed under this contract without prior review of the contents thereof by  
20 COUNTY, and receipt of COUNTY'S written permission. Any public or media event publicizing the  
21 accomplishments and/or results of this Agreement shall provide the opportunity for attendance and  
22 participation by the State's representatives. The CONSULTANT shall inform the COUNTY, who will then  
23 inform the SSA of the event and would make the State representatives know of public or media events  
24 publicizing the accomplishments and results of the Agreement. The SSA will make such notification at least  
25 fourteen (14) calendar days prior to the event.

26 E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

27 F. All information related to the construction estimate is confidential and shall not be disclosed by  
28 CONSULTANT to any entity other than COUNTY.

29 **ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

1 In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury  
2 that no more than one final unappealable finding of contempt of court by a federal court has been issued against  
3 CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply  
4 with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations  
5 Board.

6 **ARTICLE XXX LEGAL COMPLIANCE**

7 CONSULTANT shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations,  
8 and the orders and decrees of any courts or administrative bodies or tribunals currently in effect and in any  
9 manner affecting the performance of this Agreement, including, without limitation, workers' compensation laws  
10 and licensing and regulations. Failure to comply by CONSULTANT may be grounds for termination by the  
11 COUNTY.

12 **ARTICLE XXXI EVALUATION OF CONSULTANT**

13 CONSULTANT's performance may be evaluated by COUNTY. A copy of the evaluation will be sent to  
14 CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the  
15 contract record.

16 **ARTICLE XXXII RETENTION OF FUNDS**

- 17 A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- 18 B. COUNTY will withhold the last 10 percent of the budget for preparation of the final PS&E documents. The 10  
19 percent retainage is to be held after 90% of the PS&E phase has been billed and is not to be deducted from  
20 each invoice. The amount retained will be paid to CONSULTANT after COUNTY has approved  
21 CONSULTANT's PS&E documents. The CONSULTANT, or subconsultant, shall return all monies withheld in  
22 retention from a subconsultant within thirty (30) days after receiving payment. Federal law (49 CFR 26.29)  
23 requires that any delay or postponement of payment over thirty (30) days may take place only for good cause  
24 and with the COUNTY's prior written approval. Any violation of this provision shall subject the violating  
25 CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of  
26 the Business and Professions Code. These requirements shall not be construed to limit or impair any  
27 contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in  
28 the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subconsultant  
29 performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime



consultant and subconsultants.

#### ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed to the CONSULTANT's Project Manager and COUNTY's Contract Administrator at the respective addresses provided in Article I.B.

#### ARTICLE XXXIV CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named COUNTY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signature Page Follows]



ARTICLE XXXV APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 3/1/22

Juan Perez

Chief Operating Officer

APPROVED AS TO FORM:

County Counsel

 Dated: 7/27/22

By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

 Dated: AUG 02 2022  
**JEFF HEWITT**

PRINTED NAME

Chair, Riverside County Board of Supervisors

ATTEST:

 Dated: AUG 02 2022

KECIA R. HARPER

Clerk of the Board (SEAL)

CONSULTANT Approvals

CONSULTANT:

Joseph Monaco Dated: \_\_\_\_\_

Joseph Monaco

PRINTED NAME

Chief Executive Officer

TITLE

CONSULTANT:

Amy M. Paul Dated: \_\_\_\_\_

Amy M. Paul

PRINTED NAME

Secretary

TITLE

**Signature:**



**Email:** jmonaco@dudek.com

**Signature:**

  
Amy P. Paul (Jul 27, 2022 14:43 PDT)

**Email:** apaul@dudek.com









# County Dudek Agreement

Final Audit Report

2022-07-27

Created:	2022-07-27
By:	Douglas Ordonez (dordonez@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsJcCUeOCpZcCCK7A88gKIPdspwHtR2T

## "County Dudek Agreement" History

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ATTACHMENT A • SCOPE OF SERVICES

TABLE OF CONTENTS

<b>ARTICLE AI • INTRODUCTION.....</b>	<b>1</b>
A. DESCRIPTION.....	1
B. LOCATION.....	1
C. COORDINATION .....	2
D. PHASES.....	2
E. STANDARDS .....	3
F. QUALITY CONTROL .....	5
G. VALUE ENGINEERING .....	6
H. KEY PERSONNEL.....	6
I. COUNTY RESPONSIBILITIES.....	7
<b>ARTICLE AII • SERVICES TO BE PROVIDED.....</b>	<b>7</b>
A. PROJECT MANAGEMENT.....	7
B. PRELIMINARY ENGINEERING .....	8
C. FINAL DESIGN .....	14
D. OPTIONAL WATER SUPPLY ANALYSIS.....	16

**ARTICLE AI • INTRODUCTION**

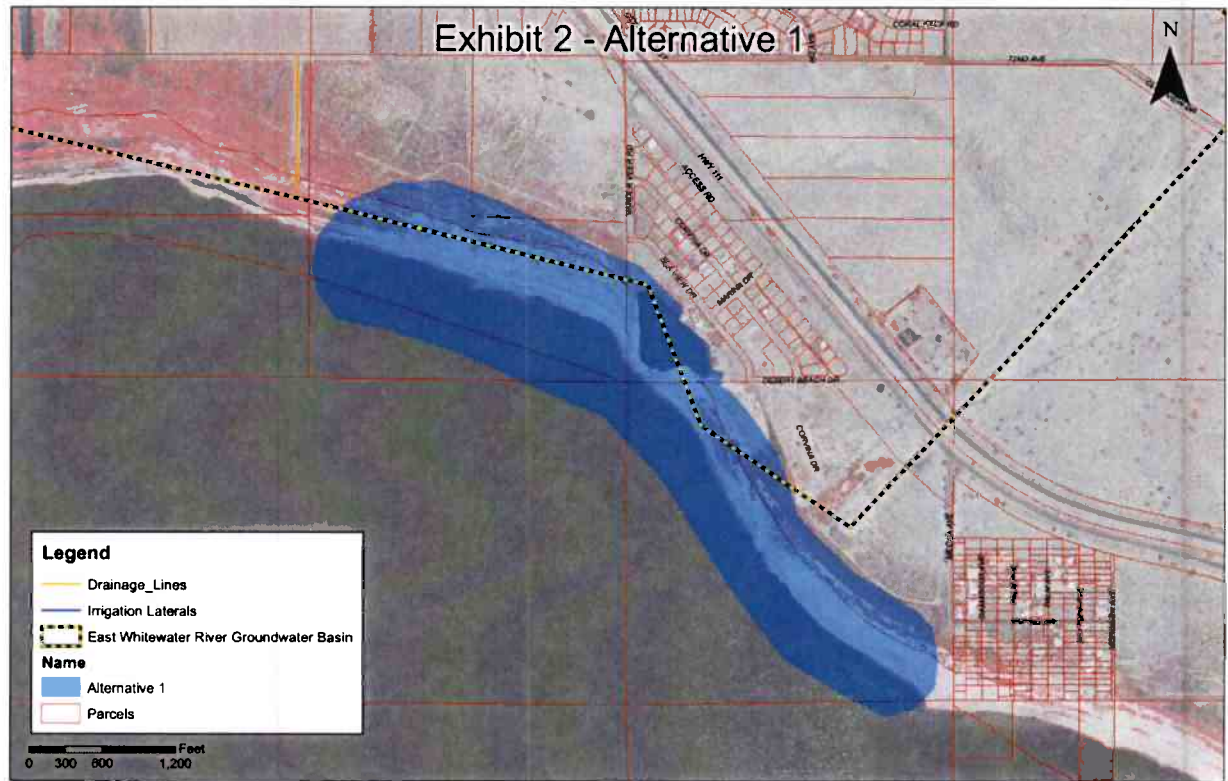
**A. DESCRIPTION**

The PROJECT is being funded through a Proposition 68 grant for the Salton Sea revitalization which includes various habitat and dust suppression projects under the Salton Sea Management Program (SSMP) 10-Year Plan. One of the proposed SSMP 10-Year projects and the focus of this PROJECT is for the construction of a demonstration lake at the north end of the Salton Sea consisting of approximately 156 acres of both shallow and deep-water fish and bird habitat. The Project will have shallow habitat running along over one mile of shoreline and approximately 30 acres will be developed as deep-water habitat for fish. The PROJECT will be based on Alternative 1 identified in the Alternatives Analysis dated June 17, 2021 found in the RFP Document. The COUNTY will be the lead on the PROJECT and will coordinate with all of its partners. The PROJECT partner agencies are the Salton Sea Authority (SSA), California Department of Water Resources (DWR), California Department of Fish and Wildlife (CDFW), and California Natural Resource Agency (CNRA). The PROJECT not only meets state objectives and commitments, but also provides an opportunity to stimulate the local economy and provide recreational opportunities to the region. The PROJECT must also be compatible with any additional North Lake projects currently planned or in development.

**B. LOCATION**

The PROJECT is located on the North Shore of the Salton Sea, within the Community of North Shore of Riverside County, California, near the North Shore Beach and Yacht Club facilities.





### C. COORDINATION

CONSULTANT shall coordinate with other involved agencies for compatible design and phasing of construction with existing conditions. Coordination may include, but will not necessarily be limited to, the following:

- Salton Sea Authority (SSA)
- California Department of Water Resources (DWR)
- California Natural Resource Agency (CNRA)
- Coachella Valley Water District (CVWD)
- Imperial Irrigation District (IID)
- California Department of Fish and Wildlife (CDFW)
- Other Utility Companies and agencies as needed

### D. PHASES

The services performed by CONSULTANT will be accomplished in 3 Phases:

- Phase I – Preliminary Engineering

- Phase II – Plans, Specifications & Estimates (Final Design)
- Phase III – N/A
- Phase IV – Optional Water Supply Analysis

Phase I shall proceed upon written notice to proceed by COUNTY. The subsequent phases shall not proceed until authorized in writing by COUNTY.

#### **E. STANDARDS**

The Plans, Specifications and Estimates shall be prepared in accordance with current State Department of Transportation (CALTRANS) regulations, policies, procedures, manuals and standards including compliance with Federal Highway Administration (FHWA) requirements and/or County Road Standards as appropriate. Improvements of local roads may be prepared in accordance with COUNTY standards in lieu of CALTRANS standards as directed by the COUNTY PROJECT MANAGER. CONSULTANT will prepare fact sheets for COUNTY approval, documenting the exceptions to mandatory and advisory design standards. All documents shall be prepared using English Standard Units and dimensions.

##### **1. Environmental**

Environmental documents and services shall be performed in accordance with CALTRANS Standard Environmental Reference (SER) including requirements of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) if the project has a Federal nexus.

##### **2. Survey**

Supplemental surveys shall be performed by the CONSULTANT in accordance with the current CALTRANS "Survey Manual" and its revisions. Work not covered by the manual shall be performed in accordance with accepted professional surveying standards as approved by COUNTY.

##### **3. Design**

PROJECT design shall be in accordance with current Riverside County Department of Transportation, Riverside County Flood Control & Water Conservation District, Coachella Valley Water District and other State and Federal design standards as appropriate. AutoCAD or MicroStation software will be used as the design software.

##### **4. Geographical Information System (GIS)**

- a. "GIS Information" shall include GIS digital files (including the information or data contained therein) and any other information, data or documentation from COUNTY GIS (regardless of medium or format) that is provided pursuant to this Agreement.
- b. CONSULTANT acknowledges that the unauthorized use, transfer, assignment, sublicensing or disclosure of the GIS information, documentation, or copies thereof will substantially diminish their value to COUNTY. CONSULTANT acknowledges and agrees that COUNTY GIS information is a valuable proprietary product, embodying substantial creative efforts, trade secrets, and confidential information and ideas. COUNTY GIS information is and shall remain the sole property of COUNTY; and there is no intention of COUNTY to transfer ownership of COUNTY GIS information.
- c. COUNTY GIS information is made available to CONSULTANT solely for use in the normal course of CONSULTANT's business to produce reports, analysis, maps and other deliverables only for this PROJECT and as described within the Scope of Services.
- d. CONSULTANT agrees to indemnify and hold harmless COUNTY, its officers, employees and agents from any and all liabilities, claims, actions, losses, or damages relating to or arising from CONSULTANT's use of COUNTY GIS information.
- e. GIS information cannot be used for all purposes; and GIS information may not be complete for all purposes. Additional investigation or research by CONSULTANT into other sources will be required. GIS information is intended only as an information base and is not intended to replace any legal records. COUNTY has used and will continue to use its best efforts to correctly input into COUNTY GIS the information contained in various legal and other records; but COUNTY accepts no responsibility for any conflict with actual legal records or for information not transferred from legal records to COUNTY GIS. COUNTY has attempted to update GIS information as often as is practically feasible. However, CONSULTANT should be aware that GIS information may not be current and changes or additions to the information contained in COUNTY GIS may not yet be reflected in COUNTY GIS.
- f. COUNTY accepts no responsibility for the use of GIS information; and COUNTY provides no warranty for the use of COUNTY GIS or COUNTY GIS information by CONSULTANT. THE WARRANTIES

SPECIFICALLY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND SUCH OTHER WARRANTIES ARE HEREBY EXCLUDED.

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

#### **5. Project Files**

Project files shall be indexed in accordance with CALTRANS' Project Development Uniform File System, or a CONSULTANT recommended alternative format as approved by the COUNTY.

#### **F. QUALITY CONTROL**

1. CONSULTANT shall implement and maintain the following quality control procedures during the preparation of the plans and documents relating to PROJECT. CONSULTANT shall have a quality control plan in effect during the entire time services are being performed under this Agreement. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and backchecked, and all job-related correspondence and memoranda routed and received by affected persons and then bound in appropriate job files. Where several drawings show different work in the same area, means shall be provided to avoid conflicts and misalignment in both new and existing improvements. Evidence that the quality control plan is functional may be requested by the COUNTY Contract Administrator. All plans, calculations documents and other items submitted to the COUNTY Contract Administrator for review shall be marked clearly as being fully checked and that the preparation of the material followed the quality control plan established for the work.
2. CONSULTANT has total responsibility for the accuracy and completeness of all data, reports, plans, specifications and estimates prepared for this PROJECT and shall check all such material accordingly. COUNTY will review all work product deliverables. The responsibility for accuracy and completeness of such items remains solely that of CONSULTANT. Neither COUNTY'S review or approval shall give rise to any liability or responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or



relieve CONSULTANT of its professional responsibilities or obligations under this Agreement.

3. The plans, designs, estimates, calculations, reports and other documents furnished in accordance with the Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well organized, technically, and grammatically correct, checked and having the preparer and checker identified. The minimum standard of appearance, organization and contents shall be of similar types produced by COUNTY and AGENCIES. If any work product submitted is not complete and ready for use by COUNTY, it shall be marked "Draft" or similar designation to indicate it is not ready for use by COUNTY. COUNTY expects that all work product not so designated is ready for and can be used on PROJECT.
4. The page identifying preparers of engineering reports, the title sheet for specifications and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of the certificate and signature of the professional engineer(s) responsible for their preparation.

#### **G. VALUE ENGINEERING**

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

#### **H. KEY PERSONNEL**

The CONSULTANT has represented to the COUNTY that certain key personnel will perform the services and if one or more of such personnel should become unavailable, CONSULTANT may substitute other personnel of at least equal competence only after prior written approval by the COUNTY PROJECT



MANAGER has been secured. The key personnel for performance of this PROJECT are:

Assignment	Key Personnel
Principal in Charge	Bob Ohlund, PE
Project Manager	Charles Greely, PE
Lead Design Engineer	Michael Metts, PE
Lead Structures Engineer	RP Erickson, PE
Lead Geotechnical Engineer	Moi Arzamendi, PE, GE
Lead Project Biologist	Scott McMillan
QA/QC Engineer	Paul Wisheropp, PE

The Project Manager shall be a registered civil engineer in the State of California. All documents and deliverables submitted that represent engineering work shall be signed and stamped (including registration number) by an engineer/land surveyor with an appropriate license/registration for the work performed.

#### I. COUNTY RESPONSIBILITIES

The following includes tasks to be completed by the COUNTY:

- COUNTY will provide standards, existing plans and manuals when requested by CONSULTANT and available to COUNTY personnel.

### ARTICLE AII • SERVICES TO BE PROVIDED

#### A. PROJECT MANAGEMENT

- Prepare and lead PROJECT kick-off meeting with the COUNTY to discuss and review the following:
  - Project background, goals, constraints and approach
  - Project team and responsibilities
  - Project reporting/communication approach
  - Critical Success Factors
  - Scope of Work
  - Project Schedule
- Prepare and update electronic PROJECT schedule (baseline and monthly progress updates) in pdf format. Schedule shall include all work tasks, submittals, routine meetings, workshops and critical milestones. Schedule should incorporate a minimum three (3)-week period for COUNTY review of all deliverables.

3. Schedule and lead monthly Project Development Team (PDT) meetings. The CONSULTANT shall prepare an agenda, meeting minutes and PowerPoint presentations (as required). Items to be address are status, project issues, action items and follow up, schedule and budget.
4. Prepare monthly report and invoices summarizing progress to date, work within the last billing period, current expenditures, remaining budget (by task) and updated schedule.
5. Schedule and conduct coordination meetings with stakeholders and other agencies, as required during preliminary and final design.
6. Conduct and demonstrate an effective quality assurance and quality control program.
  - a. Development of a Quality Assurance Plan, which will outline when QA/QC reviews will take place during the course of the work. The Plan will also outline specific technical protocols, methods and checklists for the CONSULTANT to use in preparing various work products.
  - b. Review of all notes and design calculations, along with design drawings and specifications, by an appropriate reviewer independent of PROJECT design team prior to each design submittal.
  - c. Constructability and operational review of each design submittals.
  - d. QA/QC redlines shall be maintained for each design submittal and provided upon request.
7. The CONSULTANT shall notify the COUNTY of any out-of-scope tasks. The CONSULTANT must obtain COUNTY approval prior to proceeding with any out-of-scope tasks.

**DELIVERABLES: MEETING AGENDAS, PRESENTATIONS, MEETING MINUTES, SCHEDULE, ACTION ITEM LOGS, MONTHLY INVOICES AND REPORTS.**

**B. PRELIMINARY ENGINEERING**

The preliminary engineering for the Demonstration Lake shall include but is not limited to the following general items:

1. Data Gathering, Site Reconnaissance, and Analysis

Gather, review, and understand relevant information such as the Alternatives Analysis, Salton Sea Authority studies and reports, other berm/berm design documents, information, plans and specifications being implemented in other parts of the Salton Sea, and existing and proposed local utilities with the project area.

Conduct field visits, inquiries and investigations to acquire and review all relevant records of existing and proposed/planned utilities, local development, county facilities, recreation facilities, traffic, street improvements, property boundaries and rights-of-way, environmental and geologic information, as well as to document physical conditions, features, and potential environmental constraints within Project area.

Acquire mapping, record drawings, and other relevant information (aerial photography, utility, topographic,

geologic, environmental, etc.) from COUNTY, USGS and other public/agency sources.

Prepare preliminary mapping and identify jurisdictional limits (e.g., city/county agencies, community districts, etc.) and requirements. The base mapping at this stage of preliminary design can be based on existing and available GIS data for initial feasibility / alignment studies. More detailed aerial topography and mapping will be required after the proposed water supply pipeline alignment is selected.

Perform initial desktop geotechnical review to assess general geologic conditions, potential hazards, liquefaction potential, etc. Review published geologic maps, aerial photographs and other information to assist in the evaluation of geologic hazards that may exist for the proposed project facilities.

Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the CONSULTANT agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The CONSULTANT agrees to implement appropriate actions as directed by the State.

## 2. Conceptual Berm Design

Review existing berm designs from other projects and develop a conceptual berm design that supports the design requirements for the project. The existing berm designs can be found on the attachment Benchmark Study 4 Volume 2. Prepare exhibits and calculations related to the recommended conceptual berm design.

## 3. Pipeline Alignment Study

The transmission pipeline alignment from the selected water supply source(s) to the demonstration lake will be evaluated by the CONSULTANT. The evaluation shall include at least three alignments with a detailed decision matrix for each alignment evaluated. The evaluation will include identification of the location and configuration of the connection to the water supply source(s), right-of-way needs and any associated easements to be acquired, cost effective alignment(s), major crossings (highways, major utilities) and construction cost estimates. Other differentiating factors should be considered. Coordination with CVWD will

be required. The findings will be incorporated into the decision matrix for the pipeline alignments. Aerial Topography/Bathymetry/Utility Research.

After the conceptual design is accepted, perform an aerial, bathymetric and field topographic survey of the proposed project area for the demonstration lake including any proposed private property acquisitions, the water supply pipeline alignments (assume 11,000 linear feet for budgetary purposes), and all adjacent public rights-of-way with 1-foot contours for pipelines and half-foot contours for the demonstration lake area. The survey shall identify and incorporate existing contours, all existing easements, identify all street monuments, surface features with descriptions of the affected Project areas, assessor parcel numbers, locations of all existing aboveground and underground utilities on or adjacent to the proposed site(s), and anticipated impacts/improvements such anticipated street grades and local improvements from other proposed projects in the area. Survey ground control shall be NAD83 coordinates and NAVD88 benchmark elevations. Field topographic survey shall be integrated with CONSULTANT-acquired base mapping information (aerial, utility, topographic, geologic, environmental, etc.) of selected the proposed project area and transmission pipeline alignment. It is anticipated that the mapping/survey is collected in two separate mobilizations such that the pipeline alignment selection can be completed prior to detailed mapping/survey for the pipeline while the demonstration lake mapping survey is completed as early in the preliminary design process as possible.

The CONSULTANT shall perform the necessary utility research for the project and accompanying canal water supply pipeline, input all information into the electronic files as required. The CONSULTANT shall prepare a recommended potholing plan for the proposed project area, the well sites if required and pipeline alignments and review with the COUNTY for concurrence. The CONSULTANT shall assume thirty (30) utility potholes in their base scope and fee, with an additional twenty (20) utility potholes as an optional scope and fee item. Potholing will include survey, permits, traffic control, pavement repair and all other ancillary tasks required.

#### 4. Water Supply Estimates

A supply of water independent of the Salton Sea itself is a necessity for the project. Based on the conceptual level planning completed thus far, the Demonstration Project will require approximately 1,900-2,600 acre-

feet of water per year. The CONSULTANT will provide its own estimate of the annual and seasonal water requirements for the demonstration project. There are four main water supply strategies that were considered as part of the Alternatives Analysis – Drain Water from irrigation, Well Water, Canal Water and Temporary Use of Canal Water. It should be noted that each strategy has advantages and disadvantages, some of which are common to all alternatives and some which are dependent on project location.

The CONSULTANT shall estimate the annual water needs of the project considering evaporation, infiltration and any other water losses. The CONSULTANT shall analyze the available water sources for the project for suitability for the lake habitat requirements and long-term sustainability. The CONSULTANT shall perform any water quality sampling and testing required for this analysis. The CONSULTANT may use existing water quality data if it is available and considered representative of the anticipated water quality for the two water source options identified.

#### 5. Hydrology

The CONSULTANT shall prepare a hydrology study utilizing Coachella Valley Water District (CVWD) methodologies of the area tributary to the project site to determine the anticipated storm water flows to the site in 100-year and 10-year events. The CONSULTANT shall coordinate with both USACE and CVWD for any planned facilities within the project area.

The CONSULTANT shall prepare conceptual design of structures and facilities for the inlet to the demonstration lake and overflow to the Salton Sea to handle the anticipated peak event and address any water quality issues that could negatively impact the demonstration lake and associated habitat.

#### 6. Property Acquisitions

The CONSULTANT shall prepare and maintain a detailed list of the properties and easements to be acquired as part of the project (demonstration lake and water supply facilities). The CONSULTANT shall prepare exhibits to support the acquisition process for the project. The State or COUNTY will take the lead or engage others under a separate contract for the detailed acquisition of the required parcels and easements. The CONSULTANT shall acquire appraisals and title reports for the project, assume 10 parcels for budgetary purposes.



The CONSULTANT shall prepare legal descriptions and plats for the lake demonstration project and any required pipeline easements for the water supply; assume a total of ten legal descriptions and plat maps for budgeting purposes.

#### 7. Geotechnical Investigations

The CONSULTANT shall prepare a geotechnical investigation report for the various project components. The report shall include review of the liquefaction potential, a seismic risk analysis of the berm, including determining the appropriate seismic design criteria for the proposed facilities, recommendations for the berm/berm construction, lake liner construction and pipeline construction. The analysis shall include the required analysis for a probable jack and bore operation under Hwy 111 for the water supply pipeline.

#### 8. Biological Assessment and Lake Habitat Design

The CONSULTANT shall prepare a biological assessment report and preliminary Lake Habitat Design for shallow and deep-water fish habitat and bird habitat to be incorporated into the project. The biological report assessment report shall include all aspects and requirements for suitable lake habitat including but not limited to water quality available and required, fish and bird species anticipated for the project, lake aeration if required, determining the appropriate habitat design criteria for the proposed facilities, recommendations for the habitat construction, development and monitoring, and preliminary concept plans for the habitat. The CONSULTANT shall include monitoring and reporting on the habitat development and sustainability on an annual basis for five years following construction. The CONSULTANT shall include the preliminary findings and recommendations as part of the preliminary design workshop and receive feedback prior to finalizing this section of the preliminary design report.

#### 9. Recreational Opportunities / Amenities

The CONSULTANT shall prepare an opportunity / needs assessment of the potential recreational opportunities for the demonstration lake compatible with the fish and bird habitat. At minimum, the analysis shall include interpretive walking trails, low-power or no-power boating, fishing, swimming, and picnic/park areas. The CONSULTANT shall hold a separate workshop with the COUNTY to review the preliminary findings and recommendations and receive feedback prior to completing this section of the preliminary design report.

#### 10. Preliminary Design Report (PDR)

A Preliminary Design Report will be required to summarize the issues listed above and provide recommendations for the project. The PDR will be provided to the COUNTY for review and then the CONSULTANT will hold a workshop to review any comments or input from the COUNTY or other stakeholders. The COUNTY's comments would then be incorporated into the PDR. The PDR will include, at a minimum, the following:

- Mapping for the Project
- Site layout showing proposed demonstration lake
- Conceptual design of the berm
- Preliminary selection of the water supply pipeline alignment
- Water Supply Estimates
- Hydrology Study berm
- Geotechnical Investigation
- Habitat Analysis and Components
- Recreational Components
- Operation description of the demonstration lake consistent with the habitat and recreational components
- Summary and Analysis of all permits required
- Summary of all property to be acquired
- Preliminary estimate of costs
- Preliminary project schedule

#### 11. Water Supply Agreement Support

A water supply and associated agreement is required to sustain the water levels and quality for the demonstration lake. The County will take the lead in establishing the necessary agreements for the water supply. The CONSULTANT shall provide technical support for this task by estimating the required annual and seasonal water supply for the demonstration lake considering all the factors such as

evaporation, infiltration, impact of the liner if provided, water quality, lake habitat and recreation facilities. The CONSULTANT shall provide exhibits, review agreement drafts for conformance with the project requirements and other tasks as requested by the COUNTY. For budgetary purposes, the CONSULTANT shall include a cost of \$40,000 for this effort.

#### 12. Community Outreach Support

It is anticipated that the COUNTY will have several Community Outreach efforts related to the demonstration lake. The COUNTY will take the lead in scheduling and coordinating these efforts. It is anticipated this may be a combination of community meetings, flyers, and website. The CONSULTANT shall provide exhibits, attend meetings and other tasks as requested by the COUNTY. For budgetary purposes, the CONSULTANT shall include a cost of \$30,000 for this effort anticipating a minimum of five public meetings.

### C. FINAL DESIGN

Following the acceptance of the preliminary design report and notice to proceed for the final design, the complete demonstration lake project is to be designed and permitted by CONSULTANT. The CONSULTANT shall first prepare a 60% design based on the prototype levee/berm evaluation report and the preliminary design report. The CONSULTANT shall hold a workshop with the COUNTY to review the 60% design plans and anticipated construction budget. The CONSULTANT shall then prepare final design and bid documents and provide bid support.

This project phase will include the following major tasks at minimum, the CONSULTANT shall include all other tasks necessary to complete the proposed phase of work:

#### 1. Prepare Preliminary Design (60%).

The preliminary design shall include project layout and site plan including all required project elements (levee/berm, stormwater facilities, recreational facilities, habitat, levee/berm cross section, water supply including metering and flow control, potholing, critical design details), list of anticipated specification sections, and cost estimate.

Potholing – The CONSULTANT shall prepare a recommended potholing plan for the well sites and pipeline alignments. The CONSULTANT shall assume twenty-five (25) utility potholes in their base scope and fee, with an additional twenty (20) utility potholes as an optional scope and fee item. Potholing will include survey, permits, traffic control, pavement repair and all other ancillary tasks required.

Coordination with CVWD and other applicable agencies regarding the required facilities for a connection to the canal.

Deliverables: 60% Design package

2. Conduct a workshop with the COUNTY to review the 60% design and receive feedback from the COUNTY.

Deliverables: Presentation and agenda, meeting minutes and action items.

3. Prepare 90% plans and specifications – Prepare 90% plans and specifications for the complete demonstration project. The CONSULTANT will prepare an engineer's estimate of probable construction cost. The specifications and bid documents will be prepared on the standard COUNTY boilerplate. The CONSULTANT shall provide all necessary technical provisions, bidding sheets, special conditions, permits and appendices as applicable for a complete set of bid documents.

Deliverables: 90% Design package

4. Conduct a workshop with the COUNTY to review the 90% design and receive feedback from the COUNTY.

Deliverables: Presentation and agenda, meeting minutes and action items

5. Prepare 100% plans and specifications – address final comments from the COUNTY, prepare and compile plans and specifications, ready for bidding purposes.

Deliverables: 100% Design package

6. Permit Coordination – Coordinate with all local agencies and obtain all required permits for the project, permit fees will be paid by the COUNTY, prepare a list of permits required, permits acquired and which are to be acquired by the contractor. This list shall be included in the project specifications.

Deliverables: List of Permits for Specification, Copies of Permits acquired

7. Environmental Documentation Support - prepare exhibits to support the preparation of the Environmental Documentation process, review the project description, make recommendations, and confirm all project components are covered by the description; The State and/or COUNTY will take the lead on all Environmental Documentation and other special studies supporting the project. Other consultants may be engaged to support Environmental Documentation process.

Deliverables: Project Exhibits for the Environmental Documentation

8. Bid support – provide bid support to the COUNTY during the bidding process.

Prepare the agenda and lead the construction pre-bid walk-thru meeting.

Provide technical support relative to contractor questions and prepare responses to any questions during the bidding period. The CONSULTANT shall assume preparation of three addenda.

Analyze the bid results and provide a recommendation for award of the project.

Prepare conformed plans and specifications in electronic form.

Deliverables: Up to three (3) addenda, bid analysis and award recommendation, conformed plans and

specifications.

9. Operations and Maintenance Plan – The CONSULTANT shall prepare a draft operations and maintenance plan for the project components. This plan will include guidance on how the facility is to be operated and maintained throughout its intended lifecycle. Examples of topics to be address include monitoring and maintaining water quality in the demonstration lake, water supply control, habitat monitoring, recreational activities and any associated limitations, emergency response, storm water monitoring and control. The Draft plan will be submitted to the COUNTY and other stakeholders for review and comment. The CONSULTANT shall hold a workshop to review the draft plan and receive comments and input on the draft plan. The plan shall be revised and submitted to the COUNTY for final review and acceptance.

Deliverables: Draft and Final Operations and Maintenance Plan.

Engineering Services during Construction for this phase will be authorized under a separate contract.

#### **D. OPTIONAL WATER SUPPLY ANALYSIS**

The California Department of Water Resources (DWR) is studying various water supply options for the Salton Sea North Lake Pilot Demonstration Project (PROJECT). It is anticipated that one or more water supply options may be selected to meet PROJECT water supply needs. This optional task includes providing technical support as directed by COUNTY to assist DWR with implementation of the selected water supply source or sources.

If authorization to proceed is granted by COUNTY, is anticipated that CONSULTANT will prepare preliminary designs and studies to facilitate a decision on which water supply source or combination thereof will be used for the final design.

For budgetary purposes, the CONSULTANT shall include a cost of \$500,000 for this effort.



## ATTACHMENT B • SCHEDULE OF SERVICES

### ARTICLE BI • INTRODUCTION

CONSULTANT shall perform the covenants set forth in Attachment A, Scope of Services in accordance with the performance requirements of Article IV: Performance Period of this contract and with the following additional Performance Requirements. Time is of the essence in this contract.

### ARTICLE BII • PERFORMANCE REQUIREMENTS

#### A. PHASES

This contract is divided into the following 3 milestones/phases:

- Phase I – Preliminary Engineering
- Phase II – Plans, Specifications & Estimates (Final Design)
- Phase III – N/A
- Phase IV – Optional Water Supply Analysis

#### B. SCHEDULE OF SERVICES • GANTT CHART

The chart provided below graphically illustrates the sequencing and completion time for the project.



#### C. SUBMITTALS

Where CONSULTANT is required to prepare and submit studies, reports, plans, etc., to COUNTY, these shall be submitted in draft as scheduled, and the opportunity provided for COUNTY and AGENCIES to offer comments prior to final submission.

#### D. TIME EXTENSIONS

- Any delay in providing services required by this contract occasioned by causes beyond the control and not due to the fault or negligence of CONSULTANT, shall be the reason for granting an extension of time for the completion of the aforesaid work. When such delay occurs, CONSULTANT shall promptly notify

COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the work when, in COUNTY's judgment, their findings of fact justify such an extension of time.

2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not intended to deny CONSULTANT of any available civil legal remedies in the event of a dispute

**E. FINAL ACCEPTANCE**

When COUNTY determines that CONSULTANT has satisfactorily completed the services, COUNTY may give CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall not incur any further costs hereunder unless so specified in the Notice of Final Acceptance. No payment will be made for any work performed after the contract end date as provided in ARTICLE IV PERFORMANCE PERIOD unless extended by amendment regardless if a Notice of Final Acceptance has been issued or not. The final invoice shall be submitted within 60 calendar days after completion of CONSULTANT's work as required by ARTICLE V ALLOWABLE COSTS AND PAYMENTS. CONSULTANT may request a Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants as stipulated in this contract.

**ATTACHMENT C • COMPENSATION PLAN**

**ARTICLE CI • INTRODUCTION**

Satisfactory performance and completion of the Services under this Agreement shall be compensated based upon actual costs plus a fixed fee in accordance with "ARTICLE V ALLOWABLE COSTS AND PAYMENTS" and "ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS" of this Agreement. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, overhead, and other direct costs) incurred by CONSULTANT in performance of the work, exclusive of any fixed fee. A prorata portion of CONSULTANT's fixed fee shall be included in the progress payments. Actual costs shall not exceed the total estimated costs without prior written agreement between COUNTY and CONSULTANT.

**ARTICLE CII • ELEMENTS OF COMPENSATION**

Compensation for the services provided will be comprised of the following elements: DIRECT LABOR COSTS, FIXED FEE, OTHER DIRECT COSTS and OUTSIDE SERVICES.

**A. DIRECT LABOR COSTS**

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

**1. Direct Salary Costs**

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

**2. Multiplier**

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

PAYROLL ADDITIVES..... Per Fee proposal Worksheets

The decimal ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance

and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

OVERHEAD COSTS..... Per Fee proposal Worksheets

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

TOTAL MULTIPLIER ..... Per Fee proposal Worksheets

#### **B. FIXED FEE**

1. The Total Fixed Fee payable to the CONSULTANT is \$253,033.41
2. A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month and shall be included on each monthly invoice.

#### **C. OTHER DIRECT COSTS**

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

Rates for identified Additional Direct Costs are as follows:

Item	Rate	Unit	Budget
Travel/Mileage	per the uses and rates allowed by the California Department of Human Resources		\$40,000.000
Other	Actual Cost		\$30,000.00
Pothole (Base)	Actual Cost		\$1,500.00
Pothole (Optional)	Actual Cost		\$1,500.00

#### **D. OUTSIDE SERVICES**

Outside services shall be paid in accordance with the fee proposals approved for each Subconsultant. Billings for Outside Services shall be submitted along with the CONSULTANT's monthly progress billing submittals and shall be in conformance with the COUNTY Consulting Services Manual invoicing procedures.

### **ARTICLE CIII • DIRECT SALARY RATES**

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

**A. PREMIUM OVERTIME**

Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier.

**B. SALARY RATES**

CONSULTANT shall notify COUNTY in writing requesting a change in the rates included herein. All adjustments to rates shall be subject to approval by the COUNTY Operating Officer, or his designee.

**POSITION OR CLASSIFICATION MAXIMUM HOURLY RATES**

Principal in Charge	\$310	hour
Project Manager	\$275	hour
Lead Structures Engineer	\$265	hour
Lead Environmental Planner	\$210	hour
QA/QC Engineer	\$245	hour
Support Engineer	\$185	hour
CADD Operator	\$175	hour
Environmental Specialist	\$210	hour
Administrative Support	\$90	hour

The above rates are for CONSULTANT only. All rates for subconsultants to CONSULTANT will be in accordance with the subconsultants approved fee proposal.

**C. MINIMUM RATES**

The minimum allowable wage rates are subject to "ARTICLE XII STATE PREVAILING WAGE RATES" of this Agreement and to Federal "Payment of Predetermined Minimum Wage" requirements as outlined below. The Federal requirements are only applicable if the services are being paid for in whole or in part with federal-aid funding.

The Federal minimum wage rates for this project as determined by the United States Secretary of Labor are available from the U.S Department of Labor, Employment Standards Administration, Wage and Hour Division.



If there is a difference between the minimum wage rates determined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the CONSULTANT and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the CONSULTANT and subcontractors, the CONSULTANT and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

#### **ARTICLE CIV • INVOICING**

CONSULTANT shall submit invoices in accordance with the "ARTICLE V • ALLOWABLE COSTS AND PAYMENTS" of this Agreement, the COUNTY's Consulting Services Manual and with the following requirements.

1. Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by the COUNTY Contract Administrator.
2. Base Work and Extra Work shall be charged separately, and the charges for each Phase listed in Attachment B, Schedule of Services, shall be listed separately. The charges for each individual assigned under this Agreement shall be listed separately.
3. Each invoice shall bear a certification signed by the CONSULTANT's Project Manager or an officer of the firm which reads as follows:

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

#### **ARTICLE CV • PAYMENT**

Progress payments shall be made in accordance with "ARTICLE V • ALLOWABLE COSTS AND PAYMENTS" of this Agreement.

#### **ARTICLE CVI • FEE PROPOSAL**

The following fee proposal worksheets reflect the negotiated targeted contract amounts. The fee proposal will serve as a guideline and reference document during the execution of this contract. The total amount of the contract is not to exceed \$4,123,451.92 Reimbursement is to be made at actual cost plus fixed fee, however,

1 billing shall not exceed the rates provided in Section B above. In the event a contingency budget is provided,  
2 COUNTY shall hold such contingency in reserve for unforeseen Extra Work that may arise during the  
3 performance of this agreement. Contingency budget shall only be used at the discretion of the COUNTY's  
4 Contract Administrator, and with prior written authorization by the COUNTY's Contract Administrator in the form of  
5 an Administrative Budget Modification as required by the COUNTY's Consulting Services Manual. Contingency  
6 budgets are not allowed for services that are paid in whole or in part with federal-aid funding.

**Salton Sea North Lake Pilot Demonstration Project Fee Proposal Summary**

May 20, 2022

COMPANIES	PHASE I	PHASE II	PHASE III	PHASE IV	PHASE V	TOTAL
Dudek Prime	\$ 530,712.01	\$ 598,536.19		\$ 499,999.09		\$ 1,629,247.29
WSP Various	\$ 1,340,559.38	\$ 665,074.77				\$ 2,005,634.15
Hermann Design Group Landscape and Recreational Amenities	\$ 44,674.30	\$ 98,558.95				\$ 143,233.25
O'Day Consultants, Inc. Land Surveying	\$ 208,513.89					\$ 208,513.89
Clark Land Resources, Inc. Right of Way	\$ 104,620.40					\$ 104,620.40
IEG	\$ 11,710.16	\$ 20,492.79				\$ 32,202.95
<b>TOTAL</b>	<b>\$ 2,240,790.14</b>	<b>\$ 1,382,662.69</b>		<b>\$ 499,999.09</b>		<b>\$ 4,123,451.92</b>

Phase I Preliminary Engineering

Phase II Plans, Specs &amp; Estimates (Final Design)

Phase III N/A

Phase IV Optional Water Supply

Phase V N/A

# FEE PROPOSAL WORKSHEET

COMPANY: <b>Dudek</b>	SCOPE OF WORK: <b>Project Summary</b>	PHASE: <b>All Phases</b>
PROJECT: <b>Salton Sea North Lake Pilot Demonstration Project</b>		DATE: <b>May 20, 2022</b>

## DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Bob Ohlund	Project Director	177	@ \$146.08	\$25,856.46
Mike Metts	Principal Engineer	456	@ \$115.76	\$52,788.02
Charles Greely	Principal Engineer / Project Manager	792	@ \$101.92	\$80,723.10
Kate Palmer	Project Manager/Engineering Manager	578	@ \$77.73	\$44,926.09
Nicole Rieger	Project Manager/Engineering Manager	372	@ \$76.39	\$28,416.82
Josh Cato	Senior Engineer	760	@ \$48.08	\$36,543.00
Jennifer O'Brien	Senior Engineer	925	@ \$51.92	\$48,028.87
Sofie Black	Project Engineer	1,908	@ \$43.32	\$82,649.41
Heather McDevitt	Specialist V	40	@ \$69.66	\$2,786.54
Steve Stuart	Principal Hydrogeologist	96	@ \$92.55	\$8,884.62
Steve Dickey	Principal Hydrogeologist	181	@ \$69.71	\$12,617.78
Patrick Rentz	Senior Hydrogeologist	120	@ \$67.31	\$8,076.92
Hugh McManus	Project Hydrogeologist	242	@ \$48.08	\$11,635.36
Scott McMillan	Senior Specialist II	462	@ \$74.62	\$34,474.44
Jake Marcon	Specialist IV	132	@ \$50.36	\$6,647.44
Stuart Fraser	Senior Specialist II	342	@ \$70.52	\$24,118.66
Brock Ortega	Project Director	56	@ \$107.36	\$6,011.92
Catherine Wade	Specialist IV	68	@ \$57.69	\$3,922.92
Andrew Hatch	Specialist V	82	@ \$55.57	\$4,556.85
Devin Pritchard-Peterson	Project Hydrogeologist		\$45.19	

TOTAL HOURS: **7,789** TOTAL AMOUNT: **\$523,665.23**

## MULTIPLIERS

ESCALATION @	(Rates Vary by Phase)	
OVERHEAD @	156.00%	(of Direct Labor + Escalation) \$816,917.76
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)
PROFIT (FIXED FEE)	10.0%	\$134,058.30
TOTAL MULTIPLIERS		<b>\$950,976.06</b>

## OTHER DIRECT COSTS

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
		Ea		
		Ea		
		Ea		
Mileage	3600	miles	@ \$0.585	\$2,106.00
Other	2	Ea	@ \$5,000.00	\$10,000.00
Pothole (Base)	55	Ea	@ \$1,500.00	\$82,500.00
Pothole (Optional)	40	Ea	@ \$1,500.00	\$60,000.00
		Ea		

TOTAL ODC'S: **\$154,606.00**

## SUB CONSULTANT SERVICES

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
WSP	\$603,239.19	\$971,263.36	\$431,131.60	\$2,005,634.15
Hermann Design Group	\$60,950.00	\$79,844.50	\$2,438.75	\$143,233.25
O'Day Consultants, Inc.	\$42,678.76	\$76,974.13	\$88,861.00	\$208,513.89
Clark Land Resources, Inc.	\$3,800.00	\$7,820.40	\$93,000.00	\$104,620.40
IEG	\$13,486.00	\$18,716.95		\$32,202.95

TOTAL SUBCONSULTANT SERVICES: **\$2,494,204.64**

GRAND TOTAL **\$4,123,451.92**

## FEE PROPOSAL WORKSHEET

COMPANY:

Dudek

SCOPE OF WORK:

## Preliminary Engineering

PHASE:

### Phase I

DATE:

May 20, 2022

**DIRECT LABOR**

[illegible]

TOTAL HOURS:	<b>2,339</b>	TOTAL AMOUNT:	<b>\$159,555.40</b>
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## MULTIPLIERS

ESCALATION @		(of Direct Labor)	
OVERHEAD @	156.00%	(of Direct Labor + Escalation)	\$248,906.43
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$40,846.18

**TOTAL MULTIPLIERS: \$289,752.61**

### OTHER DIRECT COSTS

... Billed at Actual Cost ...

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
_____				
_____		Ea		
_____		Ea		
Mileage	2400	miles	@ \$0.59	\$1,404.00
Other	1	Ea	@ \$5,000.00	\$5,000.00
Pothole (base)	30	Ea	@ \$1,500.00	\$45,000.00
Pothole (optional)	20	Ea	@ \$1,500.00	\$30,000.00
		Ea		

TOTAL ODC'S:	\$81,404.00
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### SUB CONSULTANT SERVICES

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
WSP	\$350,674.07	\$564,613.31	\$425,272.00	\$1,340,559.38
Hermann Design Group	\$18,780.00	\$24,601.80	\$1,292.50	\$44,674.30
O'Day Consultants, Inc.	\$42,678.76	\$76,974.13	\$88,861.00	\$208,513.89
Clark Land Resources, Inc.	\$3,800.00	\$7,820.40	\$93,000.00	\$104,620.40
IEG	\$4,904.00	\$6,806.16		\$11,710.16

TOTAL SUBCONSULTANT SERVICES:	<b>\$1,710,078.13</b>
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TOTAL	\$2,240,790.14
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COMPANY: <b>Dudek</b>	SCOPE OF WORK: <b>Plans, Specs &amp; Estimates (Final Design)</b>	PHASE: <b>Phase II</b>
PROJECT: <b>Salton Sea North Lake Pilot Demonstration Project</b>		DATE: <b>May 20, 2022</b>

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Bob Ohlund	Project Director	67	@	\$146.08	\$9,787.47
Mike Metts	Principal Engineer	78	@	\$115.76	\$9,029.53
Charles Greely	Principal Engineer / Project Manager	362	@	\$101.92	\$36,896.16
Kate Palmer	Project Manager/Engineering Manager	232	@	\$77.73	\$18,032.62
Nicole Rieger	Project Manager/Engineering Manager	172	@	\$76.39	\$13,138.96
Josh Cato	Senior Engineer	140	@	\$48.08	\$6,731.61
Jennifer O'Brien	Senior Engineer	288	@	\$51.92	\$14,953.85
Sofie Black	Project Engineer	836	@	\$43.32	\$36,213.26
Heather McDevitt	Specialist V			\$69.66	
Steve Stuart	Principal Hydrogeologist			\$92.55	
Steve Dickey	Principal Hydrogeologist			\$69.71	
Patrick Rentz	Senior Hydrogeologist			\$67.31	
Hugh McManus	Project Hydrogeologist			\$48.08	
Scott McMillan	Senior Specialist II	262	@	\$74.62	\$19,550.44
Jake Marcon	Specialist IV	56	@	\$50.36	\$2,820.13
Stuart Fraser	Senior Specialist II	192	@	\$70.52	\$13,540.30
Brock Ortega	Project Director	24	@	\$107.36	\$2,576.54
Catherine Wade	Specialist IV	28	@	\$57.69	\$1,615.32
Andrew Hatch	Specialist V	30	@	\$55.57	\$1,667.14
Devin Pritchard-Peterson	Project Hydrogeologist			\$45.19	

ESCALATION @		(of Direct Labor)	
OVERHEAD @	156.00%	(of Direct Labor + Escalation)	\$291,023.20
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$47,757.65
		TOTAL MULTIPLIERS:	<b>\$338,780.85</b>

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
		Ea		
		Ea		
		Ea		
Mileage	1200	miles	@ \$0.585	\$702.00
Other	1	Ea	@ \$5,000.00	\$5,000.00
Pothole (base)	25	Ea	@ \$1,500.00	\$37,500.00
Pothole (optional)	20	Ea	@ \$1,500.00	\$30,000.00
		Ea		

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
WSP	\$252,565.12	\$406,650.05	\$5,859.60	\$665,074.77
Hermann Design Group	\$42,170.00	\$55,242.70	\$1,146.25	\$98,558.95
O'Day Consultants, Inc.				
Clark Land Resources, Inc.				
IEG	\$8,582.00	\$11,910.79		\$20,492.79

TOTAL	\$1,382,662.69
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## FEE PROPOSAL WORKSHEET

COMPANY: <b>Dudek</b>	SCOPE OF WORK: <b>Optional Water Supply</b>	PHASE: <b>Phase IV</b>
PROJECT: <b>Salton Sea North Lake Pilot Demonstration Project</b>		DATE: <b>May 20, 2022</b>

### DIRECT LABOR

[illegible]

TOTAL HOURS:	2,683	TOTAL AMOUNT:	\$177,556.50
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## MULTIPLIERS

ESCALATION @		(of Direct Labor)	
OVERHEAD @	156.00%	(of Direct Labor + Escalation)	\$276,988.13
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$45,454.46

TOTAL MULTIPLIERS:	\$322,442.60
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### OTHER DIRECT COSTS

... Billed at Actual Cost ...

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
		Ea		
		Ea		
		Ea		
Mileage		miles	\$0.59	
Other		Ea	\$5,000.00	
Pothole (Base)		Ea	\$1,500.00	
Pothole (Optional)		Ea	\$1,500.00	
		Ea		

TOTAL ODC'S:

### SUB CONSULTANT SERVICES

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
WSP				
Hermann Design Group				
O'Day Consultants, Inc.				
Clark Land Resources, Inc.				
IEG				

TOTAL SUBCONSULTANT SERVICES:

TOTAL	\$499,999.09
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MANHOUR WORKSHEET		
COMPANY	SCOPE OF WORK	PHASE
Dudek	Manhour Summary	All Phases
PROJECT:		DATE
Salton Sea North Lake Pilot Demonstration Project		May 20, 2022

TASK	PROJECT DIRECTOR	PRINCIPAL ENGINEER	PRINCIPAL ENGINEER / PROJECT MANAGER	PROJECT MANAGER	MANAGER/ENGINEERING	MANAGER/ENGINEERING	SENIOR ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	SPECIALIST V	PRINCIPAL HYDROGEOLOGIST	PRINCIPAL HYDROGEOLOGIST	SENIOR HYDROGEOLOGIST	PROJECT HYDROGEOLOGIST	SENIOR SPECIALIST II	HOURS	(Top & Bottom) HOURS
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\$411.37 \$325.99 \$287.02 \$218.88 \$215.11 \$135.40 \$146.22 \$121.98 \$196.17 \$260.62 \$196.31 \$189.54 \$135.39 \$210.13

PHASE TOTALS	177	456	792	578	372	760	925	1,908	40	96	181	120	242	462	7,109	7,789
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PHASE I	50	178	250	106	80	260	237	572	40	16				200	1,989	2,339
PHASE II	67	78	362	232	172	140	288	836						262	2,437	2,767
PHASE III																
PHASE IV	60	200	180	240	120	360	400	500		80	181	120	242		2,683	2,683
PHASE V																

TASK	SPECIALIST IV	SENIOR SPECIALIST II	PROJECT DIRECTOR	SPECIALIST IV	SPECIALIST V	PROJECT HYDROGEOLOGIST	HOURS
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\$141.81 \$198.59 \$302.31 \$162.46 \$156.49 \$127.26

PHASE TOTALS	132	342	56	68	82		680
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PHASE I	76	150	32	40	52		350
PHASE II	56	192	24	28	30		330
PHASE III							
PHASE IV							
PHASE V							



[illegible]

# MANHOUR WORKSHEET

COMPANY:

Dudek

SCOPE OF WORK:

Preliminary Engineering

PHASE:

Phase I

PROJECT:

Salton Sea North Lake Pilot Demonstration Project

DATE:

May 20, 2022

TASK	SPECIALIST IV	SENIOR SPECIALIST II	PROJECT DIRECTOR	SPECIALIST IV	SPECIALIST V	PROJECT HYDROGEOLOGIST														HOURS	COST
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\$141.81 \$198.19 \$302.31 \$160.48 \$158.49 \$127.28

Total Manhours

76 150 32 40 52

350

Data Gathering, Site Recon, and Analysis

Conceptual Berm Design

Pipeline Alignment Study

Surveying and Utility Research

Water Supply Estimates

Hydrology

Property Acquisitions

Geotechnical Investigation

Bio Assessment and Lake Habitat Design

Recreational Opportunities / Amenities

Preliminary Design Report

Water Supply Agreement Support

Community Outreach Support

Project Management

60 80 16 32 32  
16 70 16 8 20

220 \$ 39,439  
130 \$ 25,437



## COMPANY

Dudek

PROJECT:

## SCOPE OF WORK

Plans, Specs &amp; Estimates (Final Design)

**PHASE:**

## Phase II

DATE: \_\_\_\_\_

May 20, 2022

Salton Sea North Lake Pilot Demonstration Project

[illegible]

## MANHOUR WORKSHEET

COMPANY:

Dudek

PROJECT

## Salton Sea North Lake Pilot Demonstration Project

### SCOPE OF WORK:

Plans, Specs &amp; Estimates (Final Desi

PHASE

## Phase II

DATE \_\_\_\_\_

May 20, 2022

[illegible]

\$141.81	\$198.59	\$302.31	\$162.46	\$156.49	\$127.26
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**Total Manhours**

56      192      24      28      30

330

[illegible]



SUBCONSULTANT FEE PROPOSAL WORKSHEET		
COMPANY <b>WSP</b>	SCOPE OF WORK <b>Various</b>	PHASE: <b>All Phases</b>
PROJECT <b>North Shore Demonstration Lake</b>		DATE <b>June 6, 2022</b>

#### DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Robert Paul Erickson	Sr. Lead Consultant Geotechnical Engineer	1,014	@ \$63.25	\$64,135.50
Ken Haskell	Sr. Practice Leader	118	@ \$97.35	\$11,487.30
Paul Haby	Sr. Water Quality Modeler	271	@ \$62.10	\$16,829.10
Devin Castendyk	Sr. Lead Consultant Geochemistry	338	@ \$64.26	\$21,591.36
Ali Wahidi	Structural Engineer	256	@ \$79.33	\$20,308.48
Moi Arzamendi	Director Geotechnical Engineer	570	@ \$92.89	\$52,947.30
Matthew Luneman	Dredging Supervising Geotechnical Engineer	494	@ \$80.88	\$39,954.72
Jerald Ramsden	Marine Facilities Design Engineer	486	@ \$69.46	\$33,757.56
Matteo Montesi	Director Geotechnical Engineer, Asst. Vice Pre	164	@ \$79.14	\$12,978.96
Ke Fan	Geotechnical and Tunneling	44	@ \$120.76	\$5,313.44
Congpu Yao	Geotechnical Engineer	510	@ \$62.50	\$31,875.00
Michelle Sims	Administrative	128	@ \$46.14	\$5,905.92
Rachel Reardon	Associate Consultant Geotechnical Engineer	514	@ \$41.62	\$21,392.68
Brandi Bay	Project Accountant	120	@ \$62.26	\$7,471.20
Robert Van Hying	Practice Leader	974	@ \$94.80	\$92,335.20
Ryan Hillman	Senior Consultant Geotechnical and Civil	80	@ \$78.44	\$6,275.20
Meggy Gidula	Senior Consultant-Civil Engineer	464	@ \$50.15	\$23,269.60
Kurt Kavli	Senior Designer	472	@ \$50.28	\$23,732.16
Sean Duncan	Coastal Engineer	404	@ \$35.21	\$14,224.84
Wade Wang	Sr. Engineer Pipeline	148	@ \$65.04	\$9,625.92
James Ramsey	Senior Electrical Engineer	208	@ \$74.18	\$15,429.44
Steve Beyers	Project Engineer	510	@ \$40.92	\$20,869.20
Alyssa Seal	Senior Planner		\$56.39	
Erica Evans	Geochemist	510	@ \$32.29	\$16,467.90
Rens Verburg	Sr. Program Leader	28	@ \$99.65	\$2,790.20
Adam Wetherell	Sr. Project Engineer	511	@ \$47.71	\$24,379.81
Ahintha Kandamby	Sr. Coastal Engineer	81	@ \$74.52	\$6,036.12
Jay Norwood	Senior Practice Leader	18	@ \$103.06	\$1,855.08

TOTAL HOURS **9,433** TOTAL DIRECT LABOR **\$603,239.19**

#### MULTIPLIERS

ESCALATION @	(Rates Vary by Phase)	
OVERHEAD @	137.28%	\$828,126.76
PAYROLL ADDITIVES @	(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%	\$143,136.60

TOTAL MULTIPLIERS **\$971,263.36**

#### OTHER DIRECT COSTS

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Grading Contractor-Shoreline Access	1	ea	@ \$135,000.00	\$135,000.00
ConeTech-Onshore and Off-Shore Geotech/Geophysics	1	ea	@ \$157,500.00	\$157,500.00
Geotechnical Laboratory	1	ea	@ \$52,500.00	\$52,500.00
Ecological Risk Assessment	1	ea	@ \$55,000.00	\$55,000.00
Ground Transit	24	days	@ \$88.00	\$2,112.00
Hotel	62	days	@ \$132.00	\$8,184.00
Field Truck	30	days	@ \$82.50	\$2,475.00
Other	1	ea	@ \$14,289.00	\$14,289.00
Mileage	6960	miles	@ \$0.59	\$4,071.60

TOTAL ODC'S **\$431,131.60**

TOTAL **\$2,005,634.15**



**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY: <b>WSP</b>	SCOPE OF WORK: <b>Various</b>	PHASE <b>Phase I</b>
PROJECT: <b>North Shore Demonstration Lake</b>		DATE: <b>June 6, 2022</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Robert Paul Erickson	Sr. Lead Consultant Geotechnical Engineer	498	@	\$63.25	\$31,498.50
Ken Haskell	Sr. Practice Leader	50	@	\$97.35	\$4,867.50
Paul Haby	Sr. Water Quality Modeler	183	@	\$62.10	\$11,364.30
Devin Castendyk	Sr. Lead Consultant Geochemistry	238	@	\$64.26	\$15,293.88
Ali Wahidi	Structural Engineer	40	@	\$79.33	\$3,173.20
Moi Arzamendi	Director Geotechnical Engineer	403	@	\$92.89	\$37,434.67
Matthew Luneman	Dredging Supervising Geotechnical Engineer	310	@	\$80.88	\$25,072.80
Jerald Ramsden	Marine Facilities Design Engineer	274	@	\$69.46	\$19,032.04
Matteo Montesi	Director Geotechnical Engineer, Asst. Vice Pre	150	@	\$79.14	\$11,871.00
Ke Fan	Geotechnical and Tunneling	44	@	\$120.76	\$5,313.44
Congpu Yao	Geotechnical Engineer	510	@	\$62.50	\$31,875.00
Michelle Sims	Administrative	68	@	\$46.14	\$3,137.52
Rachel Reardon	Associate Consultant Geotechnical Engineer	514	@	\$41.62	\$21,392.68
Brandi Bay	Project Accountant	60	@	\$62.26	\$3,735.60
Robert Van Hying	Practice Leader	436	@	\$94.80	\$41,332.80
Ryan Hillman	Senior Consultant Geotechnical and Civil	80	@	\$78.44	\$6,275.20
Meggy Gidula	Senior Consultant-Civil Engineer	180	@	\$50.15	\$9,027.00
Kurt Kavli	Senior Designer	320	@	\$50.28	\$16,089.60
Sean Duncan	Coastal Engineer	292	@	\$35.21	\$10,281.32
Wade Wang	Sr. Engineer Pipeline			\$65.04	
James Ramsey	Senior Electrical Engineer	40	@	\$74.18	\$2,967.20
Steve Beyers	Project Engineer	350	@	\$40.92	\$14,322.00
Alyssa Seal	Senior Planner			\$56.39	
Erica Evans	Geochemist	350	@	\$32.29	\$11,301.50
Rens Verburg	Sr. Program Leader	28	@	\$99.65	\$2,790.20
Adam Wetherell	Sr. Project Engineer	140	@	\$47.71	\$6,679.40
Ahintha Kandamby	Sr. Coastal Engineer	61		\$74.52	\$4,545.72
Jay Norwood	Senior Practice Leader			\$103.06	
		TOTAL HOURS	<b>5,619</b>	TOTAL DIRECT LABOR	<b>\$350,674.07</b>

**MULTIPLIERS**

ESCALATION @	(of Direct Labor)	
OVERHEAD @	137.28% (of Direct Labor + Escalation)	\$481,405.36
PAYROLL ADDITIVES @	(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%	\$83,207.94
		TOTAL MULTIPLIERS
		<b>\$564,613.31</b>

**OTHER DIRECT COSTS**

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Grading Contractor-Shoreline Access	1	ea	@	\$135,000.00	\$135,000.00
ConeTech-Onshore and Off-Shore Geotech/Geophysics	1	ea	@	\$157,500.00	\$157,500.00
Geotechnical Laboratory	1	ea	@	\$52,500.00	\$52,500.00
Ecological Risk Assessment	1	ea	@	\$55,000.00	\$55,000.00
Ground Transit	12	days	@	\$88.00	\$1,056.00
Hotel	50	days	@	\$132.00	\$6,600.00
Field Truck	30	days	@	\$82.50	\$2,475.00
Other	1	ea	@	\$13,035.00	\$13,035.00
Mileage	3600	miles	@	\$0.59	\$2,106.00
					TOTAL ODC'S
					<b>\$425,272.00</b>

**TOTAL**
**\$1,340,559.38**



SUBCONSULTANT FEE PROPOSAL WORKSHEET		
COMPANY: <b>WSP</b>	SCOPE OF WORK: <b>Varlous</b>	PHASE <b>Phase II</b>
PROJECT: <b>North Shore Demonstration Lake</b>		DATE: <b>June 6, 2022</b>

#### DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Robert Paul Erickson	Sr. Lead Consultant Geotechnical Engineer	516	@	\$63.25	\$32,637.00
Ken Haskell	Sr. Practice Leader	68	@	\$97.35	\$6,619.80
Paul Haby	Sr. Water Quality Modeler	88	@	\$62.10	\$5,464.80
Devin Castendyk	Sr. Lead Consultant Geochemistry	98	@	\$64.26	\$6,297.48
Ali Wahidi	Structural Engineer	216	@	\$79.33	\$17,135.28
Moi Arzamendi	Director Geotechnical Engineer	167	@	\$92.89	\$15,512.63
Matthew Luneman	Dredging Supervising Geotechnical Engineer	184	@	\$80.88	\$14,881.92
Jerald Ramsden	Marine Facilities Design Engineer	212	@	\$69.46	\$14,725.52
Matteo Montesi	Director Geotechnical Engineer, Asst. Vice Pre	14	@	\$79.14	\$1,107.96
Ke Fan	Geotechnical and Tunneling			\$120.76	
Congpu Yao	Geotechnical Engineer			\$62.50	
Michelle Sims	Administrative	60	@	\$46.14	\$2,768.40
Rachel Reardon	Associate Consultant Geotechnical Engineer			\$41.62	
Brandi Bay	Project Accountant	60	@	\$62.26	\$3,735.60
Robert Van Hyning	Practice Leader	538	@	\$94.80	\$51,002.40
Ryan Hillman	Senior Consultant Geotechnical and Civil			\$78.44	
Meggy Gidula	Senior Consultant-Civil Engineer	284	@	\$50.15	\$14,242.60
Kurt Kavli	Senior Designer	152	@	\$50.28	\$7,642.56
Sean Duncan	Coastal Engineer	112	@	\$35.21	\$3,943.52
Wade Wang	Sr. Engineer Pipeline	148	@	\$65.04	\$9,625.92
James Ramsey	Senior Electrical Engineer	168	@	\$74.18	\$12,462.24
Steve Beyers	Project Engineer	160	@	\$40.92	\$6,547.20
Alyssa Seal	Senior Planner			\$56.39	
Erica Evans	Geochemist	160	@	\$32.29	\$5,166.40
Rens Verburg	Sr. Program Leader			\$99.65	
Adam Wetherell	Sr. Project Engineer	371	@	\$47.71	\$17,700.41
Ahintha Kandamby	Sr. Coastal Engineer	20	@	\$74.52	\$1,490.40
Jay Norwood	Senior Practice Leader	18	@	\$103.06	\$1,855.08
TOTAL HOURS		<b>3,814</b>		TOTAL DIRECT LABOR	<b>\$252,565.12</b>

#### MULTIPLIERS

ESCALATION @	(of Direct Labor)	
OVERHEAD @	137.28% (of Direct Labor + Escalation)	\$346,721.40
PAYROLL ADDITIVES @	(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%	\$59,928.65
TOTAL MULTIPLIERS		<b>\$406,650.05</b>

#### OTHER DIRECT COSTS

... Billed at Actual Cost ...

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Grading Contractor-Shoreline Access		ea	\$135,000.00	
ConeTech-Onshore and Off-Shore Geotech/Geophysics		ea	\$157,500.00	
Geotechnical Laboratory		ea	\$52,500.00	
Ecological Risk Assessment		ea	\$55,000.00	
Ground Transit	12	days @	\$88.00	\$1,056.00
Hotel	12	days @	\$132.00	\$1,584.00
Field Truck		days	\$82.50	
Other	1	ea @	\$1,254.00	\$1,254.00
Mileage	3360	miles @	\$0.59	\$1,965.60
TOTAL ODC'S				<b>\$5,859.60</b>

**TOTAL \$665,074.77**

SUBCONSULTANT MANHOUR WORKSHEET SUMMARY

CONSULTANT WSP PROJECT	SCOPE OF WORK		PHASE	
	Various		All Phases	
	North Shore Demonstration Lake		DATE June 6, 2022	

TASK	1,014	118	271	336	256	570	484	164	44	510	128	514	120	974	80	464	472	404	148	208	510	510	28	511	81	16	9,433
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PHASE I	498	50	183	238	40	403	310	274	150	44	510	68	514	60	436	80	180	320	292	40	350	350	28	140	61		5,619
PHASE II	510	68	88	98	216	167	184	212	14				60	60	538	284	152	112	148	168	160	160	371	20	18		3,814
PHASE III																											
PHASE IV																											

## SUBCONSULTANT MANHOUR WORKSHEET

COMPANY  
WSPNATURE OF WORK  
VariousPHASE  
Phase IPROJECT  
North Shore Demonstration LakeDATE  
June 6, 2012

TASK	SR. LEAD CONSULTANT GEOTECHNICAL ENGINEER	SR. PRACTICE LEADER	SR. WATER QUALITY MODELER	SR. LEAD CONSULTANT GEOCHEMISTRY	STRUCTURAL ENGINEER	DIRECTOR GEOTECHNICAL ENGINEER	DEPUTY SUPERVISING GEOTECHNICAL ENGINEER	MAJOR ENGINEER	DIRECTOR GEOTECHNICAL ENGINEER	GEOTECHNICAL AND TUNNELING	ADMINISTRATIVE	ASSOCIATE CONSULTANT GEOTECHNICAL ENGINEER	PRACTICE ACCOUNTANT	PRACTICE LEADER	SENIOR CONSULTANT GEOTECHNICAL AND CIVIL ENGINEER	SENIOR DESIGNER	SENIOR ENGINEER	SENIOR ELECTRICAL ENGINEER	PROJECT ENGINEER	SENIOR PLANNER	SENIOR PROGRAM LEADER	SR. PROJECT ENGINEER	SR. COASTAL ENGINEER	SENIOR PRACTICE LEADER	HOURS	COST		
Total Manhours	498	50	183	238	40	403	310	274	150	44	510	68	514	60	438	80	180	320	292	40	350	350	28	140	61	5,619		
Data Gathering, Site Recon, and Analysis	40	20	20	30	30	40	40	40	30	8	20	20	50	40	40	20	40	20	40							506	\$ 85,192	
Conceptual Berm Design	120	35	30	25	80	140	110	50	12		84	40	40	40	64	170		30								1,145	\$ 186,790	
Pipeline Alignment Study	10			10	10	10	4								20	10										25	\$ 6,061	
Surveying and Utility Research																										45	\$ 8,025	
Water Supply Estimates		60	88										50					280								846	\$ 103,639	
Hydrology																												
Property Acquisitions																												
Geotechnical Investigation	100				250	80	80	70	24	490	410	40	20	40	56	32										1,638	\$ 276,364	
Bio Assessment and Lake Habitat Design				40								20			140											200	\$ 30,031	
Recreational Opportunities / Amenities	200	30	60	60	40	40	40					80	40	80	60	40										796	\$ 139,234	
Preliminary Design Report																												
Water Supply Agreement Support																												
Community Outreach Support																												
Project Management	28	20	8		8						68	60	156	80												428	\$ 79,952	





## SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: <b>Hermann Design Group</b>	SCOPE OF WORK: <b>Landscape and Recreational Amenities</b>	PHASE: <b>All Phases</b>
PROJECT: <b>North Lake Pilot Demonstration Project</b>		DATE: <b>April 13, 2022</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Chris Hermann	Principal in charge	224	@ \$85.00	\$19,040.00
Jose Estrada	Project Manager	250	@ \$65.00	\$16,250.00
Opus Garza	Senior Designer	212	@ \$55.00	\$11,660.00
Francisco Sanchez	Designer/Drafting	260	@ \$40.00	\$10,400.00
Kristin Hermann	Admin/QC	80	@ \$45.00	\$3,600.00
TOTAL HOURS		1,026	TOTAL DIRECT LABOR	\$60,950.00

## MULTIPLIERS

ESCALATION @		(Rates Vary by Phase)	
OVERHEAD @	110.00%	(of Direct Labor + Escalation)	\$67,045.00
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$12,799.50
TOTAL MULTIPLIERS			<b>\$79,844.50</b>

### OTHER DIRECT COSTS

... Billed at Actual Cost ...

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Travel/Mileage	750	miles @	\$0.585	\$438.75
Printing, Plotting Copies				\$1,000.00
Exhibits, Plotting, Mounting				\$1,000.00
<b>TOTAL ODC'S</b>				<b>\$2,438.75</b>

<b>TOTAL</b>	<b>\$143,233.25</b>
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## SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: <b>Hermann Design Group</b>	SCOPE OF WORK: <b>Landscape and Recreational Amenities</b>	PHASE: <b>Phase I</b>
PROJECT: <b>North Lake Pilot Demonstration Project</b>		DATE: <b>April 13, 2022</b>

### DIRECT LABOR

[illegible]

## MULTIPLIERS

ESCALATION @		(of Direct Labor)	
OVERHEAD @	110.00%	(of Direct Labor + Escalation)	\$20,658.00
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$3,943.80
		TOTAL MULTIPLIERS	<b>\$24,601.80</b>

### OTHER DIRECT COSTS

... Billed at Actual Cost ...

[illegible]

TOTAL	\$44,674.30
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## SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: <b>Hermann Design Group</b>	SCOPE OF WORK: <b>Landscape and Recreational Amenities</b>	PHASE: <b>Phase II</b>
PROJECT: <b>North Lake Pilot Demonstration Project</b>		DATE: <b>April 13, 2022</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT	
Chris Hermann	Principal in charge	140	@	\$85.00	\$11,900.00
Jose Estrada	Project Manager	178	@	\$65.00	\$11,570.00
Opus Garza	Senior Designer	136	@	\$55.00	\$7,480.00
Francisco Sanchez	Designer/Drafting	204	@	\$40.00	\$8,160.00
Kristin Hermann	Admin/QC	68	@	\$45.00	\$3,060.00
		</			

## MULTIPLIERS

ESCALATION @		(of Direct Labor)	
OVERHEAD @	110.00%	(of Direct Labor + Escalation)	\$46,387.00
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$8,855.70
			TOTAL MULTIPLIERS
			<b>\$55,242.70</b>

### OTHER DIRECT COSTS

... Billed at Actual Cost ...

[illegible]

TOTAL ODC'S	\$1,146.25
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<b>TOTAL</b>	<b>\$98,558.95</b>
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# SUBCONSULTANT MANHOUR WORKSHEET SUMMARY

COMPANY: <b>Hermann Design Group</b>		SCOPE OF WORK: <b>Landscape and Recreational Amenities</b>	PHASE: <b>All Phases</b>
PROJECT: <b>North Lake Pilot Demonstration Project</b>			DATE: <b>April 13, 2022</b>

TASK	PRINCIPAL IN CHARGE	PROJECT MANAGER	SENIOR DESIGNER	DESIGN/DRAFTING	ADMIN/DC	HOURS
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\$196.35 \$150.15 \$127.05 \$92.40 \$103.95

PHASE TOTALS	224	250	212	260	80	1,026
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PHASE I	84	72	76	56	12	300
PHASE II	140	178	136	204	68	726
PHASE III						
PHASE IV						

[illegible]



COMPANY:	SCOPE OF WORK:	PHASE:
Hermann Design Group	Landscape and Recreational Amenities	Phase II
PROJECT:		DATE:
North Lake Pilot Demonstration Project		April 13, 2022

[illegible]

	140	178	136	204	68	
Total Manhours	140	178	136	204	68	726

[illegible]



## SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY:

**O'Day Consultants, Inc.**

SCOPE OF WORK:

## Land Surveying

PHASE:

All Phases

PROJECT:

Salton Sea North Lake Pilot Demonstration Project Proposal for Surveying Services

DATE:

**April 13, 2022**

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Patrick N. O'Day	Principal	20	@ \$100.00	\$2,000.00
Keith Hansen	Project Manager	75	@ \$65.00	\$4,875.00
Damon Becker	Project Surveyor	32	@ \$45.00	\$1,440.00
Damon Becker	Party Chief - Surveying	96	@ \$86.38	\$8,292.48
Dan Cahill	Chainman - Surveying	96	@ \$82.18	\$7,889.28
Paul Keck	Project Engineer	342	@ \$46.00	\$15,732.00
Jason St. Aubin	Design Engineer	70	@ \$35.00	\$2,450.00
<b>TOTAL HOURS</b>		<b>731</b>	<b>TOTAL DIRECT LABOR</b>	<b>\$42,678.76</b>

## MULTIPLIERS

ESCALATION @	(Rates Vary by Phase)	
OVERHEAD @	154.87%	(of Direct Labor + Escalation) \$66,096.60
PAYROLL ADDITIVES @	(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%	\$10,877.54
		TOTAL MULTIPLIERS \$76,974.13

### OTHER DIRECT COSTS

... Billed at Actual Cost ...

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Sub - Aerial & Field Topography-Supply Pipeline - Aerial Services	1	@	\$7,690.00	\$7,690.00
Sub - Aerial & Field Topography-Lake - Aerial Services	1	@	\$25,575.00	\$25,575.00
Sub - Bathymetry Topography - Bathymetry Services	1	@	\$49,550.00	\$49,550.00
Lodging (8 nights/10 days)	1	@	\$3,546.00	\$3,546.00
Reimb. Reproduction Costs and Deliveries	1	@	\$2,500.00	\$2,500.00
			TOTAL ODC'S	\$88,861.00

TOTAL ODC'S	\$88,861.00
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<b>TOTAL</b>	<b>\$208,513.89</b>
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COMPANY: <b>O'Day Consultants, Inc.</b>	SCOPE OF WORK: <b>Land Surveying</b>	PHASE: <b>Phase I</b>
PROJECT: <b>Salton Sea North Lake Pilot Demonstration Project Proposal for Surveying Services</b>		DATE: <b>April 13, 2022</b>

[illegible]

ESCALATION @		(of Direct Labor)	
OVERHEAD @	154.87%	(of Direct Labor + Escalation)	\$66,096.60
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$10,877.54

[illegible]

<b>TOTAL</b>	<b>\$208,513.89</b>
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# SUBCONSULTANT MANHOUR WORKSHEET SUMMARY

COMPANY: <b>O'Day Consultants, Inc</b>		SCOPE OF WORK: <b>Land Surveying</b>		PHASE: <b>All Phases</b>	
PROJECT: <b>Salton Sea North Lake Pilot Demonstration Project Proposal for Surveying Services</b>		DATE: <b>April 13, 2022</b>			

TASK	PRINCIPAL	PROJECT MANAGER	PROJECT SURVEYOR	PARTY CHIEF - SURVEYING	CHAIRMAN - SURVEYING	PROJECT ENGINEER	DESIGN ENGINEER													HOURS
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\$280.36 \$182.23 \$126.16 \$242.17 \$230.40 \$128.96 \$98.12

<b>PHASE TOTALS</b>	<b>20</b>	<b>75</b>	<b>32</b>	<b>96</b>	<b>96</b>	<b>342</b>	<b>70</b>												<b>731</b>
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PHASE I	20	75	32	96	96	342	70												731
PHASE II																			
PHASE III																			
PHASE IV																			

Lodging (8 nights/10 days)





## Clark Land Resources, Inc.

## SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: <b>Clark Land Resources, Inc.</b>	SCOPE OF WORK: <b>Right of Way</b>	PHASE: <b>All Phases</b>
PROJECT: <b>Salton Sea North Lake Pilot Demonstration</b>		DATE: <b>April 13, 2022</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Mike Flanagan	Project Manager	40	@ \$95.00	\$3,800.00
TOTAL HOURS		40	TOTAL DIRECT LABOR	\$3,800.00

## MULTIPLIERS

ESCALATION @		(Rates Vary by Phase)	
OVERHEAD @	178.00%	(of Direct Labor + Escalation)	\$6,764.00
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$1,056.40
		TOTAL MULTIPLIERS	<b>\$7,820.40</b>

### OTHER DIRECT COSTS

... Billed at Actual Cost ...

[illegible]

TOTAL ODC'S	<b>\$93,000.00</b>
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TOTAL	\$104,620.40
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## SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: <b>Clark Land Resources, Inc.</b>	SCOPE OF WORK: <b>Right of Way</b>	PHASE: <b>Phase I</b>
PROJECT: <b>Salton Sea North Lake Pilot Demonstration</b>		DATE: <b>April 13, 2022</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Mike Flanagan	Project Manager	40	@ \$95.00	\$3,800.00
TOTAL HOURS		40	TOTAL DIRECT LABOR	\$3,800.00

## MULTIPLIERS

ESCALATION @		(of Direct Labor)	
OVERHEAD @	178.00%	(of Direct Labor + Escalation)	\$6,764.00
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$1,056.40
		TOTAL MULTIPLIERS	<b>\$7,820.40</b>

### OTHER DIRECT COSTS

... Billed at Actual Cost ...

[illegible]

TOTAL ODC'S	<b>\$93,000.00</b>
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TOTAL	\$104,620.40
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**April 13, 2022**

**\$290.51**

40

## PHASE IV

# SUBCONSULTANT MANHOUR WORKSHEET

COMPANY:

**Clark Land Resources, Inc.**

SCOPE OF WORK:

## Right of Way

PHASE:

## Phase I

PROJECT:

## Salton Sea North Lake Pilot Demonstration

DATE

**April 13, 2022**

#####

**PROJECT MANAGER**

## TASK

	HOURS	COST
1	10	100
2	20	200
3	30	300
4	40	400
5	50	500
6	60	600
7	70	700
8	80	800
9	90	900
10	100	1000

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### Total Manhours

40

40

## Acquisition Consultation

40

40	\$ 11,620
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## SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY:

IEG

SCOPE OF WORK:

PHASE:

All Phases

PROJECT:

Salton Sea North Lake Pilot Demonstration Project

DATE:

**April 13, 2022**

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Jonis Smith	Principal	220	@ \$61.30	\$13,486.00

## MULTIPLIERS

ESCALATION @		(Rates Vary by Phase)	
OVERHEAD @	117.08%	(of Direct Labor + Escalation)	\$15,789.41
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$2,927.54
		TOTAL MULTIPLIERS	<b>\$18,716.95</b>

### OTHER DIRECT COSTS

... Billed at Actual Cost ...

[illegible]

TOTAL ODC'S

TOTAL	\$32,202.95
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## SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: <b>IEG</b>	SCOPE OF WORK:	PHASE: <b>Phase I</b>
PROJECT: <b>Salton Sea North Lake Pilot Demonstration Project</b>		DATE: <b>April 13, 2022</b>

### DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Jonis Smith	Principal	80	@ \$61.30	\$4,904.00
<b>TOTAL HOURS</b>		<b>80</b>	<b>*AL DIRECT LABOR</b>	<b>\$4,904.00</b>

## MULTIPLIERS

ESCALATION @		(of Direct Labor)	
OVERHEAD @	117.08%	(of Direct Labor + Escalation)	\$5,741.60
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$1,064.56
TOTAL MULTIPLIERS			<b>\$6,806.16</b>

### OTHER DIRECT COSTS

... Billed at Actual Cost ...

[illegible]

TOTAL ODC'S

TOTAL	\$11,710.16
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## SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY:

IEG

PROJECT

## Salton Sea North Lake Pilot Demonstration Project

SCOPE OF WORK:

PHASE:

## Phase II

DATE:

**April 13, 2022**

**DIRECT LABOR**

[illegible]

TOTAL HOURS	140	TOTAL DIRECT LABOR	\$8,582.00
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## MULTIPLIERS

ESCALATION @		(of Direct Labor)	
OVERHEAD @	117.08%	(of Direct Labor + Escalation)	\$10,047.81
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$1,862.98

TOTAL MULTIPLIERS	\$11,910.79
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### OTHER DIRECT COSTS

... Billed at Actual Cost ...

[illegible]

TOTAL ODC'S

<b>TOTAL</b>	<b>\$20,492.79</b>
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**April 13, 2022**

\$146.38

80

**\$ 11,710**

## SUBCONSULTANT MANHOUR WORKSHEET

COMPANY:	SCOPE OF WORK:	PHASE:
IEG	Final Design	Phase II
PROJECT:	DATE:	
Salton Sea North Lake Pilot Demonstration Project	April 13, 2022	

[illegible]

\$146,38

<b>Total Manhours</b>	<b>140</b>
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[illegible]