

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the Santa Barbara County Flood Control and Water Conservation District, a political subdivision of the State of California (hereafter COUNTY) and **HDR Engineering, Inc.** having its principal place of business at 3230 El Camino Real, Irvine, CA 92602 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE.** Jon Frye at phone number (805) 568-3444 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. William Young at phone number (714) 730-2300 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Thomas D. Fayram, Santa Barbara, County Flood Control & Water Conservation District, 123 E. Anapamu Street, Suite 240, Santa Barbara, CA 93101

To CONTRACTOR: Betty Dehoney, Vice President, HDR Engineering, Inc., 3230 El Camino Real, Suite 200, Irvine, CA 92602-1377

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM.** CONTRACTOR shall commence performance on September 23, 2008 and end performance upon completion, but no later than December 31, 2009 unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 **NOTICES.** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards

observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **TAXES.** COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and other use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **NONDISCRIMINATION.** COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

15. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with

others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **TERMINATION.**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not effect any right or remedy which COUNTY may have in law or equity.

2. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

18. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

19. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy,

to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

23. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

24. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

26. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

27. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

28. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

29. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

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Agreement for Services of Independent Contractor between the Santa Barbara County Flood Control and Water Conservation District and HDR Engineering, Inc.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: _____
Supervisor Salud Carbajal, Chair
Board of Directors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR
HDR Engineering, Inc.

By: _____
Deputy

By: Betty DeLong
Title: Vice President

SocSec or TaxID Number: _____

APPROVED AS TO FORM:
~~DANIEL J. WALLAGE~~ Dennis Marshall
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: [Signature]
Deputy

By: [Signature]
Deputy

Dept: 054
Fund: 2610
Acct: 8700
Program: 3005

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK PROGRAM ADMINISTRATOR

By: [Signature]

Statement of Work

SCOPE OF SERVICES

SCOPE OF SERVICES

The following scope of services includes design engineering services for Lower Mission Creek Improvements, from the UPRR Bridge to the upstream side of US 101. This proposal is for the Final Design portion of the project only.

1. Project Management & Coordination

HDR will manage this phase of the project and will take full responsibility for the overall work effort. This task includes project management and administration, maintaining and updating Action Item Lists and Decision Logs, quality control/quality assurance, agency, sub-consultant coordination, UPRR & UPRR design (HDR Omaha) coordination, utility coordination, project permit coordination (City permits by the City of Santa Barbara, other permitting by County Flood), scheduling, budgeting, progress reporting, and invoicing. The design schedule (Microsoft Project) will include activities and milestones, progress meetings, site visits, etc. The Monthly Progress Report will include; actual vs. planned work progress, updated project schedule, project issues, upcoming meetings, and project expenditures.

2. Project Meetings

HDR Engineering will coordinate meetings with the County of Santa Barbara, subconsultants, the City, and other agencies, utilities, etc. HDR will conduct monthly project meetings with the project team, County of Santa Barbara, City of Santa Barbara, Caltrans and other agencies to facilitate the Design phase of the project. Meetings will include, at a minimum, the following:

- Following contract award, initial kick-off meetings at County of Santa Barbara to ensure project team members are familiar with each other, the project scope and schedule.
- Monthly County of Santa Barbara and HDR team meetings will be scheduled and shown on the approved Project Schedule to allow a free flow of information. Additional meetings may be scheduled by HDR's Project Manager with County's approval to facilitate the project progress. The meetings shall be scheduled at the convenience of the HDR team and County staff. The first meeting will be scheduled no later than 14 days after execution of the AGREEMENT by both parties. Total number of meetings required will depend upon HDR's schedule and project duration. We have estimated six (6) meetings for this phase of the project. HDR will be responsible for meeting minutes and agenda.

3. Geotechnical Engineering

Geotechnical services will be provided by Fugro West as a sub-consultant to HDR. Fugro West will coordinate the geotechnical investigation with HDR Engineering and the County to provide geotechnical design criteria and recommendations.

a. **Data Review-** Fugro will review the soil and geologic conditions within the project area from published geologic maps and past geotechnical studies in our in-house files. Fugro will also review selected historical aerial photographs available at the County of Santa Barbara or provided to us by the project team. The purpose of the review is to preliminarily characterize the geologic conditions at the site to assist in planning the subsurface exploration program, and serve as baseline information for our evaluation.

b. **Pre-Exploration Program** We have estimated proposed exploration locations and site access for the project. In general, much of the project area appears to be accessible to conventional drilling rigs/cone penetration test (CPT) rigs. We have assumed that some relatively minor traffic control will be required and that selected parking spaces in the City's Railroad Depot and in the parking lot located behind 317 Chapala Street will need to be temporarily closed during the work.

Prior to performing subsurface exploration for the project, we will revisit the project site to mark potential exploration locations. We will contact Underground Service Alert (USA) to coordinate locating and marking of existing underground utilities located in the area of the proposed explorations.

Fugro will not be responsible for damaged landscaping or damage to utilities/infrastructure that are not properly marked/located. We have assumed that access to the site will be available to us (including access to private property) and that the ground is capable of supporting heavy (16- to 20-ton) vehicles. We anticipate that permits to explore the soil conditions in the proposed project area, other than a standard encroachment permit from the City of Santa Barbara, will not be required to perform the proposed exploration program.

We have assumed no more than 2 hours in our budget for securing an encroachment permit from the City of Santa Barbara. We have assumed that encroachment permit fees for the work will be waived and are not included in our estimate.

c. **Field Exploration-** We will perform a subsurface exploration program consisting of drilling, sampling, and logging three to four hollow-stem-auger borings, and advancing six cone penetrometer test (CPT) soundings along the alignment north of Highway 101 and between Highway 101 and the UPRR. We propose that one to two of the borings will extend to a depth of approximately 50 feet below ground surface (bgs) and there remaining borings will extend to approximately 25 to 35 feet bgs. The CPT soundings will extend to a depth of approximately 50 to 75 feet bgs. We have assumed the proposed field exploration program can be completed in about four days on-site.

CPT soundings will be performed with a standard 20-ton CPT rig with cone tip resistance and sleeve friction measurements taken as a function of depth. The CPT

soundings will enable a continuous interpretation of the soil conditions with depth. CPT soundings will be backfilled with bentonite chips from the ground surface after removal of the CPT equipment. For this project, we will endeavor to perform the CPT soundings about 1 week prior to mobilizing soil drilling equipment. The purpose of staggering the CPT and soil drilling work is to allow us to review, assess, and potentially target specific soil zones in the soil borings.

Soil borings will be advanced using a hollow-stem-auger drilling rig and soil samples will be obtained using a driven modified California liner sampler or driven standard penetration test (SPT) sampler. Borings in concrete areas will be cored or saw cut prior to drilling. Samples will be taken at selected depth intervals of approximately five feet.

We proposed to construct groundwater observation wells in two of the borings. The observation wells will likely consist of 2-inch PVC piping with 10 feet of well screening and extend to a depth of approximately 25 feet. The tops of the wells will be capped and a traffic box will be placed over wells in pavement areas. The remaining borings will be backfilled with excavated soil materials. Explorations in paved areas will be patched with asphalt cold patch or pre-mixed concrete.

Excess soil cuttings will be containerized for subsequent disposal by others. For the purpose of this study, we have assumed the soil and groundwater at the site are free of hazardous substances.

- d. **Laboratory Testing-** We will perform geotechnical laboratory tests on selected samples obtained from the subsurface exploration program to assist in our characterization of selected geotechnical engineering properties and design parameters. The actual tests will be selected on the basis of the soil material types encountered and will likely consist of moisture-density, Atterberg Limit tests, grain size, direct shear, expansion, consolidation, and corrosion/chemical tests.

Geotechnical Evaluation/Report Preparation- On the basis of the results of the above tasks, we will prepare and submit three draft copies and six final copies of our Geotechnical Report. The report will provide a summary of the data obtained and our opinions and recommendations regarding:

- Soil and groundwater conditions encountered and assessment of geotechnical engineering parameters;
- 2007 California Building Code seismic design criteria;
- Geohazard assessment consisting of liquefaction and seismic settlement potential;
- Site preparation and grading, compaction requirements for fill placement;
- General input to dewatering and temporary excavations and shoring (note: does not include design of groundwater dewatering or shoring system);
- Suitability of on-site soils for use as compacted fill;
- Requirements for imported soils and fill materials placed below and behind channel floor and walls;
- Geotechnical design recommendations for the proposed weir and culvert including allowable bearing pressure, lateral earth pressures, friction coefficients, and settlement estimates; and Expansion and corrosion potential of on-site soils.

Deliverables: Geotechnical Report (3 draft & 6 final copies).

4. Prepare 65% PS&E

Prepare the 65% construction documents, including plans, specifications and cost estimates (PS&E) in accordance with the County of Santa Barbara requirements and in conformance with City of Santa Barbara Public Works, Parks, Redevelopment Agency, Amtrak and Caltrans requirements. This will include the following tasks:

- a. Prepare Base Sheets and Layout: Review preliminary design plans for project features such as utility crossings, storm drain connections, Caltrans upstream point of connection, parking lot/rail station modifications, and downstream UPRR channel improvements as required. We anticipate two (2) field reviews will be made to verify the existing information. The County of Santa Barbara will prepare preliminary utility notifications for all utilities within the general area of the project. HDR engineering will receive the utility response letters and plot the utilities on the base sheets. The location and condition of existing utilities and other obstructions within the channel alignment will be reviewed and discussed with the respective owners and recommendations made regarding relocations and/or replacements required. HDR will coordinate the utility conflicts with the utility owners and send the second and final utility notices to the utility companies.
- b. Site Demolition and Reconstruction: Prepare site demolition and improvement plans to allow for the construction of the proposed Lower Mission Creek improvements. Site work will include interim access and parking lot/construction staging. No off-site interim parking is anticipated at this time.
- c. Utility Relocations: Prepare Sewer, Water, and Storm Drain relocation plans to allow for the construction of the proposed Lower Mission Creek box culvert improvements. Relocation work will include design concepts, agency concurrence, and relocation drawings & specifications. Dry utilities will be designed and relocated by the respective utility owner. HDR will coordinate with all the utilities for the relocation work and scheduling.
- d. Structural Calculations of Drainage Structure: Prepare structural calculations for the reinforced concrete box culvert (RCB) sections. Structural calculations will utilize USACE computer program (CASE or approved equal) for RCB structural calculations. Detailed steel layout sections and RCB quantities table will be prepared and included in the plan set.
- e. 65% Construction Drawings: Prepare 65 percent level construction drawings in accordance with County of Santa Barbara design criteria and standards (Drawings per County standards and on County drawing borders). Drawings shall be in AutoCAD 2005 format.
- f. Specifications and Cost Estimates: Prepare the Special Provisions sections of the Construction Specifications: Specifications based upon County format & boiler plate using Caltrans standard specifications and special provisions sections. Specifications shall be in Microsoft Word.

5. **Prepare 100% PS&E**

- a. **100% Construction Drawings**: Obtain the comments from the 65% review and incorporate them into the plans.
- b. **Final Specifications and Cost Estimate**: Obtain the comments from the 65% review and incorporate them into the specifications.

6. **Final Design Report**

HDR will prepare a Design Report of the project design parameters and calculations. The final design report will include, but not be limited to, the following:

- Project description
- Design criteria description
- Geotechnical investigation description
- Summary of utility research description
- Summary of hydrologic/hydraulic assumptions
- Summary of structural calculations description
- References
- Appendices (Geotechnical Report, Structural Calculations, and Final Plans ($1/2$ size))

7. **Assistance During Bidding/Advertisement**

Assist the County of Santa Barbara with the preparation of bid documents. Attend pre-bid meeting and prepare response to bidders' questions and assist the County with other project bid activities including;

- Assist with Pre-bid meeting minutes.
- Assist with addenda preparation.
- Assist with bid evaluation.

Deliverable Materials

1. **Construction Drawings**: 1 set of mylars and 1 CD w/digital files (AutoCAD & PDF formats). Drawings shall be signed and sealed by a California Civil Engineer.
2. **Special Provisions**: 1 original hard copy on bond and 1 CD w/digital files (Microsoft Word Format).
3. **Final Design Report**: 1 original hard copy on bond and 1 CD w/digital files (Microsoft Word Format & PDF Appendices). The report shall be signed and sealed by a California Civil Engineer.

Assumptions

- Preliminary design alignment and parameters will be provided by the County of Santa Barbara.
- Design survey will be provided by the County of Santa Barbara.
- Initial Utility Notices will be sent out by the County of Santa Barbara.
- Santa Barbara County will prepare the plan cover sheet and assist HDR with general information sheets.
- Channel design hydraulics and hydrology will not be prepared by HDR.
- Environmental documentation (CEQA compliance) will be completed by the City.
- Resource Agency permits preparation and processing, including U.S. Army Corps of Engineers, State Department of Fish and Game, and State Water Resources Control Board are not required or will be completed by the County.
- California Coastal Commission permit will be prepared and processed by others.
- Others will obtain all construction permits.
- This proposal and fee does not include preparation of a CLOMR, FIS studies or FEMA processing.

**FEE PROPOSAL
FOR
MISSION CREEK CHANNEL**

PROPOSED FEES

1. Project Management & Coordination.....	\$38,500
2. Project Meetings.....	\$8,900
3. Geotechnical Engineering	\$41,000
4. Prepare 65% PS&E.....	\$66,500
5. Prepare 100% PS&E.....	\$29,700
6. Final Design Report.....	\$8,600
7. Assistance During Bidding.....	<u>\$2,800</u>
PROPOSED FEES	\$196,000
REIMBURSABLE EXPENSES	<u>\$9,700</u>
TOTAL PROPOSED FEES	<u>\$205,700</u>

Santa Barbara County FC&WCD
August 18, 2008

Task Name	Duration	Start	End	Progress	Milestone
Project Meetings, Management, and Coordination	180 days	Mon 10/6/08	Mon 10/6/08	28	Oct '08
Monthly Update Meetings (6)	180 days	Mon 10/6/08	Mon 10/6/08	5	Oct '08
Coordination with Agencies	185 days	Mon 10/20/08	Mon 10/20/08	12	Oct '08
Project Management & Coordination	190 days	Mon 10/27/08	Mon 10/27/08	19	Oct '08
Research and Data Collection	17 days	Wed 10/1/08	Wed 10/1/08	26	Oct '08
Data Collection	14 days	Wed 10/1/08	Wed 10/1/08	2	Nov '08
Review Data	12 days	Mon 10/6/08	Mon 10/6/08	9	Nov '08
Site Review	1 day	Fri 10/10/08	Fri 10/10/08	16	Nov '08
Geotechnical Investigation	63 days	Mon 10/6/08	Mon 10/6/08	23	Nov '08
Permitting	5 days	Mon 10/6/08	Mon 10/6/08	30	Nov '08
Subsurface Exploration	5 days	Mon 10/13/08	Mon 10/13/08	7	Dec '08
Laboratory Testing	21 days	Mon 10/20/08	Mon 10/20/08	14	Dec '08
Geotechnical Evaluation/Report Preparation	28 days	Mon 11/10/08	Mon 11/10/08	21	Dec '08
Dewatering Pump Test (Optional)	1 day	Fri 10/17/08	Fri 10/17/08	28	Dec '08
Preliminary Design PS&E	70 days	Mon 11/17/08	Mon 11/17/08	4	Jan '09
Prepare Preliminary Design Plans (65%)	38 days	Mon 11/17/08	Mon 11/17/08	11	Jan '09
Channel Hydraulics Calculations (by County)	14 days	Thu 12/18/08	Thu 12/18/08	18	Jan '09
Draft Specifications	14 days	Mon 12/15/08	Mon 12/15/08	25	Jan '09
Prepare Engineers Estimate	5 days	Mon 12/22/08	Mon 12/22/08	1	Feb '09
County Review	21 days	Mon 1/5/09	Mon 1/5/09	8	Feb '09
Final Design PS&E	39 days	Mon 1/28/09	Mon 1/28/09	15	Feb '09
Prepare Final Design Plans (100%)	35 days	Mon 1/28/09	Mon 1/28/09	22	Feb '09
Prepare Final Hydraulics (by County)	10 days	Mon 2/16/09	Mon 2/16/09	1	Mar '09
Prepare Specifications	10 days	Mon 2/23/09	Mon 2/23/09	8	Mar '09
Prepare Engineers Estimate	4 days	Mon 3/2/09	Mon 3/2/09	15	Mar '09
Final Design Report	42 days	Mon 2/2/09	Mon 2/2/09	22	Mar '09
Prepare Design Report	14 days	Mon 2/2/09	Mon 2/2/09	1	Apr '09
County Review	14 days	Mon 2/16/09	Mon 2/16/09	8	Apr '09
Final Design Report	14 days	Mon 3/2/09	Mon 3/2/09	15	Apr '09

Project: Mission Ck Schedule_g-18-04
 Date: Mon 8/18/08
 Project Summary
 External Tasks
 External Milestone
 Deadline
 Page 1

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$205,700.
- B. Extra Work required to complete the project may be authorized only if CONTRACTOR receives written approval by the COUNTY's designated representative as identified in Paragraph 1 of the Agreement at the same rate per unit as defined in **Attachment B1**. The total amount of this contingency fund is 15% of the agreement amount or \$30,855.
- C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- D. **Monthly**, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.
- E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

Attachment B1

HDR ENGINEERING, INC.

HOURLY CHARGE RATE AND
EXPENSE REIMBURSEMENT SCHEDULE

July 2008 to June 2009

Professional

Engineering Intern/Technician	\$ 75.00
Designer/CAD Operator/ Junior Engineer	\$ 110.00
Staff Engineer	\$ 115.00
Planner	\$ 122.00
Senior Engineer	\$ 163.00
Project Engineer/Project Coordinator	\$ 170.00
Project Manager/Sr. Project Coordinator	\$ 180.00
Senior Project Manager	\$ 205.00
Program Director/Project Director	\$ 225.00

Administrative

Administrative Clerk	\$ 65.00
Word Processor/Admin. Support	\$ 80.00
Graphic Designer	\$ 122.00

Construction Management

Construction Observer	\$ 105.00
Senior Construction Observer	\$ 115.00
Resident Engineer	\$ 170.00
Construction Manager	\$ 190.00

Mileage, reproductions, special photography, postage, delivery services, express mail, out-of-area telephone calls, printing and any other services performed by subcontractor, will be billed at cost.



EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Indemnification pertaining to Professional Services:

CONTRACTOR shall defend, indemnify, and hold COUNTY, its officers, employees, and agents harmless from and against any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

INSURANCE

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as

defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention (SIR) over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is a on 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of

damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

**EXHIBIT D
YEAR 2000 DATE CHANGE COMPLIANCE WARRANTY
FOR GOODS AND SERVICES**

--- INTENTIONALLY OMITTED ---

**REMOVED
March 1, 2004**

THIS AGREEMENT DOES NOT INCLUDE EXHIBIT D