



BOARD OF SUPERVISORS  
AGENDA LETTER

Agenda Number:

A-14

Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

Department Name: Parks  
Department No.: 052  
For Agenda Of: April 21, 2009  
Placement: Administrative  
Estimated Tme:  
Continued Item: No  
If Yes, date from:  
Vote Required: Majority

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**TO:** Board of Supervisors

**FROM:** Department Daniel Hernandez, Director of Parks *JA*  
Director(s) 568-2475  
Contact Info: Juan M. Beltranena, AIA, AICP, Project Manager

**SUBJECT:** Amend the Contract for Design Services for Cachuma Lake Park Water Treatment Plant, Water Storage & Distribution Improvements, Third Supervisorial District

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**County Counsel Concurrence**

As to form: Yes

**Auditor-Controller Concurrence**

As to form: Yes

**Other Concurrence:** Risk Management

As to form: Yes

**Recommended Actions:**

That the Board of Supervisors Amend the Agreement for Services for design of Cachuma Lake Park Water Treatment Plant, Water Storage & Distribution Improvements with Flowers & Associates Inc. (a local vendor), in the amount of \$566,822.00, to extend the time of the contract to June 30, 2010.

**Summary Text:**

County Parks received grant funding from the Bureau of Reclamation to begin the design phase of the new water treatment plant, sewer lift stations and improvements to the existing water storage reservoir system and water and fire distribution system within Lake Cachuma County Park. The agreement initiated design services by Flowers & Associates Inc., to be phased between the lift stations, the water treatment plant and the water storage and distribution system, coinciding with the grant funding cycles and receipt of grant funds from the Bureau of Reclamation. The lift station design is complete and will be under construction shortly. Flowers & Associates Inc. was originally selected for this work on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

**Background:**

In 2000, a conceptual design study was completed for the installation of a new water treatment plant, and water and fire flow storage and distribution system. Subsequently, in fall of 2006, the County entered into a grant agreement with the Bureau of Reclamation for a federal allocation of \$7.776 million

in grant funds over a 5 year period, dependant upon annual congressional appropriation and obligation, for the above referenced improvements as well as improvements to Cachuma Lake County Park's wastewater system. The new water treatment plant and relocation of sewer lift stations within the park are as a result of the Bureau's three-foot surcharge of the lake for purposes of providing downstream water during the endangered steelhead fish breeding and spawning cycle.

First and second year federal funding was awarded to the County in the amount of \$ 1.188 million and has been appropriated for the final design and installation of one sewer lift station within the park, and to begin the design of the water storage and distribution system within the park. Funding is in place to construct Lift Station #3. Future federal funding cycles are anticipated to fund construction of the water treatment plant and construction funding for portions of the distribution system.

This Agreement for Services with Flowers and Associates Inc. separates the scope of work and costs to complete final design for the current federal grant project to improve the water and fire flow distribution system and the scope of work and costs for the water treatment plant. County Parks issued a Notice to Proceed in the amount of \$171,250.00 for the water and fire distribution system. A second Notice to Proceed will be issued for the balance of the agreement, \$395,572 to complete the design of the Water Treatment Plant and distribution system.

**Performance Measure:**

N/A

**Fiscal and Facilities Impacts:** Budgeted: Yes **Fiscal Analysis:**

<b><u>Funding Sources</u></b>	<b><u>Current FY Cost:</u></b>	<b><u>Annualized On-going Cost:</u></b>	<b><u>Total One-Time Project Cost</u></b>
General Fund			
State			
Federal	\$ 395,572.00		\$ 566,822.00
Fees			
Other:			
Total	\$ 395,572.00	\$ -	\$ 566,822.00

Narrative: First phase funding in the amount of \$171,250 was secured from a grant from the Bureau of Reclamation. A Notice to Proceed for the second phase funding in the amount of \$395,572.00 will be issued upon execution of the amendment. Funding has been secured from the Bureau of Reclamation and is available in the Parks Accumulative Capital Outlay Budget (Fund 0030), project 8437A.

**Staffing Impacts:**

**Legal Positions:**

**FTEs:**

**Special Instructions:**

Clerk of the board to provide a copy of executed agreement amendment for County Parks, attn: Juan M. Beltranena.

**Attachments:**

Agreement for Services

**Authored by:** Juan M. Beltranena, AIA, AICP, Project Manager 568-2470

**AMENDMENT NO. 1  
PROFESSIONAL SERVICES AGREEMENT  
FOR**

Cachuma Lake Park Water Plant, Water Storage and Distribution Improvements

This amendment to Agreement is entered into, by and between:

Flowers and Associates, Inc.  
hereinafter called "CONTRACTOR"

and

The County of Santa Barbara, California  
hereinafter called "COUNTY"

**WITNESSETH**

**WHEREAS**, the parties hereto under the date of June 19, 2007, entered into an AGREEMENT for performance of Professional Services by CONTRACTOR for the Design Services for Lake Cachuma Park Water Treatment Plant, Water Storage, and Distribution Improvements, Santa Barbara, California, and

**WHEREAS**, the parties hereto desire to amend the AGREEMENT to extend the contract time for completion of tasks indentified in AGREEMENT.

**NOW THEREFORE**, the parties hereto agree as follows:

1. Page 1 Paragraph 4 **TERM** of the agreement is hereby amended to read as follows:  
"CONTRACTOR shall commence performance on the date executed by the Santa Barbara County Board of Supervisors and end performance upon completion, but no later than December 31, 2010 unless otherwise directed by COUNTY or unless earlier terminated."

///  
///  
///

Amendment No. 1 to Agreement for Services of Independent Contractor between the County of Santa Barbara and Flowers and Associates

IN WITNESS WHERE OF, the parties have executed this agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

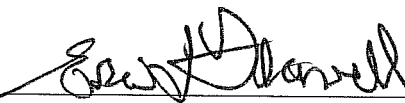
By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

CONTRACTOR

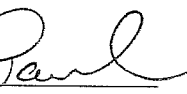
By: \_\_\_\_\_  
Deputy

By:   
Tax ID Number: 95-3260784


APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

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

By:   
Deputy County Counsel

By:   
Deputy

APPROVED AS TO FORM:  
RAY AROMATORIO,  
RISK PROGRAM ADMINISTRATOR

By:   
Risk Program Administrator

Celia

Contract Summary Form:

Contract Number \* BC - 07-182

D1. Fiscal Year.....: FY 07-08; FY 08-09  
D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) :  
D3. Requisition Number .....  
D4. Department Name.....: Parks  
D5. Contact Person.....: Coleen Lund  
D6. Phone.....: 568-2470

K1. Contract Type (check one):  Personal Service  Capital Project/Construction  
K2. Brief Summary of Contract Description/Purpose: Professional Services for Design - Cachuma Water Plant, Water Storage and Distribution Improvements

K3. Original Contract Amount .....: \$566,822.00  
K4. Contract Begin Date.....: Contract Execution by Board of Supervisors  
K5. Original Contract End Date.....: 12 months from execution

K6. Amendment History (leave blank if no prior amendments):  
Seq#EffectiveDateThisAmndtAmtCumAmndtToDateNewTotalAmtNewEndDate Purpose (2-4 words)  
\$ \$ \$

K7. Department Project Number.....:

B1. Is this a Board Contract? (Yes/No) .....: YES  
B2. Number of Workers Displaced (if any).....: N/A  
B3. Number of Competitive Bids (if any) .....  
B4. Lowest Bid Amount (if bid) .....: \$  
B5. If Board waived bids, show Agenda Date .....  
B6. ... and Agenda Item Number .....: #

B7. Boilerplate Contract Text Unaffected? (Yes / or cite 99) Yes:

F1. Encumbrance Transaction Code.....: 1701  
F2. Current Year Encumbrance Amount.....: \$566,822.00  
F3. Fund Number.....: 0030  
F4. Department Number.....: 052  
F5. Division Number (if applicable).....: 8700  
F6. Account Number.....: 8512A, 8437A  
F7. Cost Center number (if applicable) .....  
F8. Payment Terms.....: Net 30

V1. Vendor Numbers (A=uditor; P=urchasing) .....  
V2. Payee/Contractor Name.....: Flowers & Associates, Inc  
V3. Mailing Address.....: 500 E. Montecito St.  
V4. City State (two-letter) Zip (include +4 if known) : Santa Barbara, CA 93103  
V5. Telephone Number.....: (805) 966-2224  
V6. Contractor's Federal Tax ID Number (EIN or SSN) : 95-3260784  
V7. Contact Person.....: Eric Flavell; Vice President  
V8. Workers Comp Insurance Expiration Date.....: 9/01/2007  
V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl: 9/15/2007  
V10. Professional License Number.....: #  
V11. Verified by (name of County staff) .....  
V12. Company Type (Check one):  Individual  Sole Proprietorship  Partnership  Corporation

AS OF AUGUST 6, 2007  
2010. Calle Cesar Chavez, STE 101  
Santa Barbara, CA 93103

Exp 6/19/2008

I certify: information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date : Authorized Signature Coleen Lund

12 months



**County of Santa Barbara  
BOARD OF SUPERVISORS**

**Minute Order**

**June 19, 2007**

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**Present:** Supervisor Carbajal, Supervisor Wolf, Supervisor Firestone, Supervisor  
Gray and Supervisor Centeno

PARKS

File Reference No. 07-00618

**RE:**

Authorize the Chair to execute an Agreement for Design Services for Lake Cachuma Park Water Treatment Plant, Water Storage, and Distribution Improvements with Flowers and Associates Inc. (a local vendor), in the amount of \$566,822.00, Third District.

**A motion was made by Supervisor Gray, seconded by Supervisor Centeno, that this matter be Approved; Chair to Execute. The motion carried unanimously.**

**AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Design Services for LAKE CACHUMA PARK**  
**WATER TREATMENT PLANT, WATER STORAGE & DISTRIBUTION IMPROVEMENTS**

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Flowers & Associates, Inc. having its principal place of business at 500 East Montecito Street, Santa Barbara, CA 93103 (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.** Coleen Lund, P.E., Project Manager at phone number (805) 568-2470 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Eric Flavell, P. E., Vice President at phone number (805) 966-2224 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:                    Santa Barbara County Parks  
   610 Mission Canyon Road  
   Santa Barbara, CA 93105

To CONTRACTOR:        Flowers & Associates, Inc.  
   500 East Montecito Street  
   Santa Barbara, CA 93103

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 date of execution by County Board of Supervisors and end performance upon completion, but no later than 12 months from date of execution 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 otherwise 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 **County of Santa Barbara** and Flowers & Associates, Inc.

1-20

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

COUNTY OF SANTA BARBARA

By: *Bruce Finster*  
Chair, Board of Supervisors

Date: 6-20-07

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

CONTRACTOR

By: *Rene Barber*  
Deputy

By: *Ernie Powell*  
SocSec or TaxID Number: 95-3260784

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

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

By: *Mr. Leebetter*  
Deputy County Counsel

By: *Mr. Powell*  
Deputy

APPROVED AS TO FORM:  
RAY AROMATORIO,  
RISK PROGRAM ADMINISTRATOR

By: *Ray Aromario*  
Risk Program Administrator

EXHIBIT A

STATEMENT OF WORK

Refer to attached "Proposal for Engineering Services to Design Water System Improvements for Cachuma Park" dated March 7, 2007.

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**FLOWERS & ASSOCIATES, INC.**  
C I V I L E N G I N E E R S

500 EAST MONTECITO STREET SANTA BARBARA, CA 93103

PHONE: 805.966.2224 · FAX: 805.965.3372

E-MAIL: EngrsFandA@aol.com

Robert T. Flowers  
RCE 18374  
Stephen G. Flowers  
RCE 18152  
Vernon E. Williams  
RCE 23690  
Eric L. Flavell  
RCE 33000  
David R. Baum  
RCE 46457

W.O. 0352D

March 7, 2007

Ms. Coleen Lund  
County of Santa Barbara  
Parks Department  
610 Mission Canyon Road  
Santa Barbara, CA 93105

**Subject: Proposal for Engineering Services to Design  
Water System Improvements for Cachuma Park**

Pursuant to your request, we are pleased to submit this proposal for engineering services for the subject project.

On February 12, 2007 we met to discuss the scope of services for the proposed water treatment plant replacement, and other water system improvements including reservoirs, transmission line, connecting to existing distribution system and upgrades to provide water for fire fighting. The County will receive funding for the various portions of the project over a period of time. It was decided that the water treatment plant would be the first project constructed and that the water system improvements and additional reservoir capacity projects would follow.

We propose the consultant team of Flowers & Associates with Kennedy-Jenks, Fugro, and Cardenas and Associates. Flowers & Associates will provide overall consultant team management, and site work, piping, and reservoir. Kennedy-Jenks will design process, structural, electrical and controls. Fugro will provide geotechnical services, and Cardenas and Associates will provide topographic mapping. The County will contract directly for and provide environmental and archaeology services as required for the project. The archaeological work is being expedited as it is required to be done before geotechnical sampling can be performed.

**PROJECT APPROACH**

The approach to this project is to get all of the anticipated base work completed at the beginning of the project. This includes geotechnical investigation, detailed topographic mapping at specific locations and archaeological evaluation. The work would be split into two sets of construction contract documents (plans and specifications). The first set would include the water treatment plant and piping modifications to tie the plant to the existing raw water pump station and the existing distribution system. The second set of contract documents

would include the additional work identified to improve the water system including transmission line, fire line and grid looping, and reservoir improvements.

Utility and substructure research was performed with the conceptual design and master plan for the water system improvement project. The locations of utilities and substructures were provided by County personnel (Joe Perringer) and based on the information provided it was incorporated by our office into the CAD base aerial topographic mapping. The County provided aerial topographic mapping will be used as the basis for design with the the addition of field surveys at the WTP and reservoir locations. The existing aerial topographic mapping will be used for design of proposed piping improvements. We have provided for limited field surveying of specific locations (WTP site, Raw Water P.S. and Reservoir site) require more detailed information to design.

The overall project includes the design of the following components:

**Water Treatment Plant Project:**

Demolish and remove the existing WTP and restore site.

Pipe raw water from the existing raw water pump station to new WTP, relocate electrical panel to new WTP, provide local electrical control pedestal with lock out. Evaluate existing raw water pump to determine if it can meet pressure requirements for the new facility. If it cannot be reused in the system, a replacement pump will be specified. Two pumps will be required for 100% standby. Only one pump would be in-place at a time. Failure would require removal of the failed pump and replacement with the standby pump.

Design new membrane Water Treatment Plant (WTP) with duplex backwash pumps (100% standby), package membrane filtration system, duplex finish water pumps (100% standby), neutralization tank, baffled chlorine contact tanks (steel), wastewater storage sump with duplex submersible pumps, and connection to existing distribution system.

Facilities to house the WTP are proposed to be a masonry block building with shed style roof with approximate dimensions of 40' x 60', anticipated to have restroom, office, compressor/backwash pump room, chlorine room, and large package plant booster pump area. The design will provide consideration for future expansion on the south side of the build.

Onsite chlorine generation and bulk sodium hypochlorite feed systems will be evaluated and presented. County will select desired alternative by the 10% milestone and the selected type of facility will be incorporated into the plant design.

The use of solar power at the WTP will be evaluated and presented. County will evaluate the findings and determine if the use of solar power will be incorporated into the final plant design.

Site improvements for the WTP and Raw Water Pump Station will include replacement of existing road adjacent to the facility, concrete pavement within the compound, fencing with security lighting, drainage control, conform grading and revegetation of disturbed areas.

Electrical improvements will include transformer, standby generator, motor control centers (MCC) in the WTP building, power distribution systems for process equipment, lighting and process control equipment, and selection of energy-efficient electrical devices for use within the WTP building.

Instrumentation and control improvements will include the process control system, final selection of additional instrumentation, control devices, and/or programmable control logic (PLC) hardware, and monitoring and remote transmission of alarm signals to alert SBCP staff of alarm conditions.

#### **Reservoir and Distribution System Upgrades:**

Replace Roof on existing concrete lined reservoir and make modifications to inlet / outlet piping to reduce short circuiting.

Design new 8" transmission line with connections to the existing grid and reservoir(s) and existing 6" transmission line. Provide valves to isolate and provide redundant piping between the park and reservoir(s).

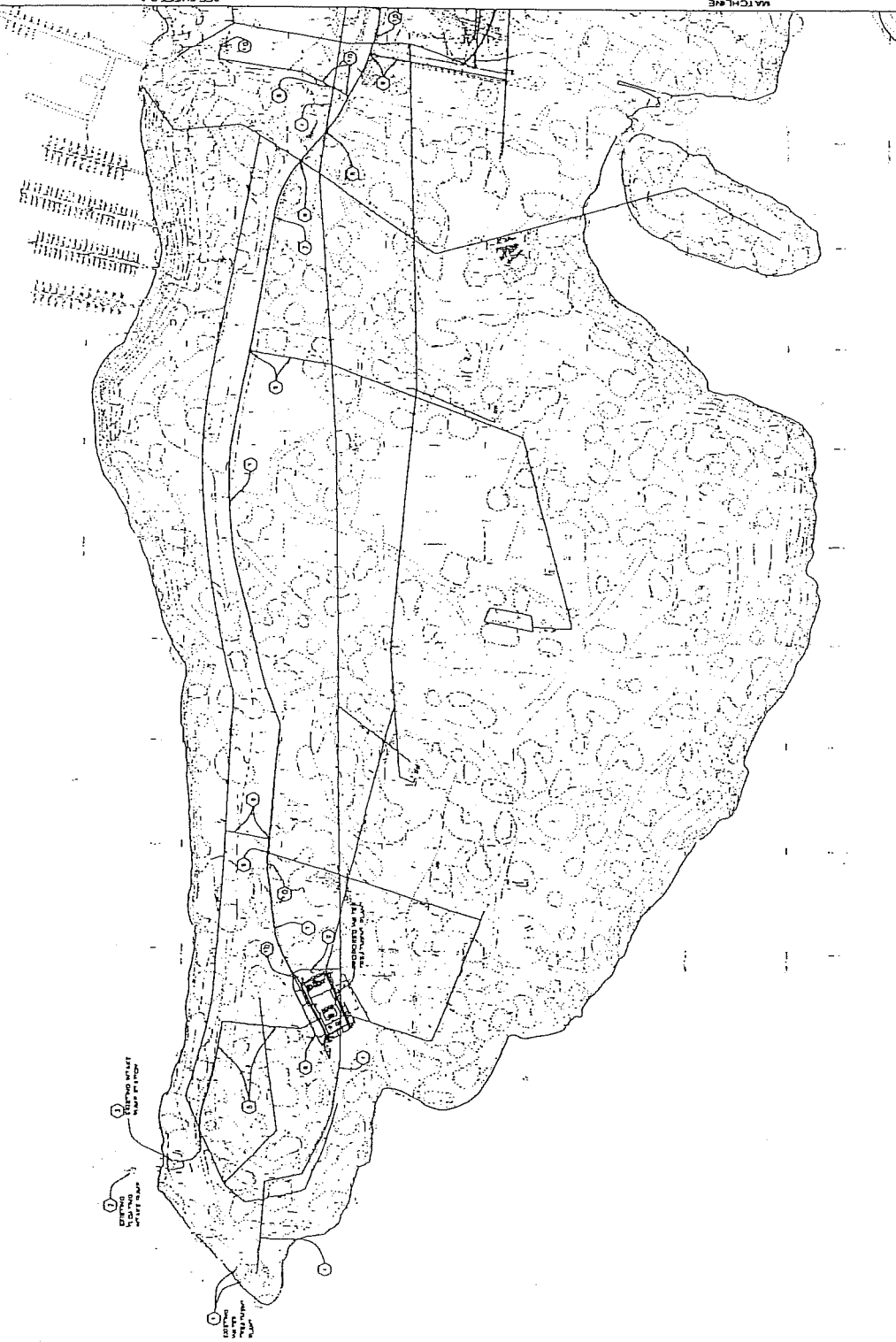
Site and design a new 200,000 gallon steel reservoir to operate in approximately the same range (match maximum water level) as the existing reservoir.

Design a new 8" fire distribution system and hydrants that connects to the proposed transmission line and tie to the existing distribution system.

Design additional piping to the distribution grid to improve hydraulics.

The proposed improvements associated with this project are shown on the attached drawings, C-1 and C-2.

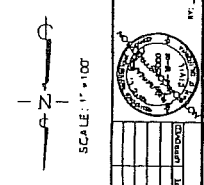




- NOTES:**
- 1. THE TREATMENT PLANT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DESIGN SPECIFICATIONS AND SHALL BE CAPABLE OF TREATING THE DESIGN FLOW OF 10 MGD.
  - 2. THE TREATMENT PLANT SHALL BE CAPABLE OF TREATING THE DESIGN FLOW OF 10 MGD WITH A TREATMENT EFFICIENCY OF 95%.
  - 3. THE TREATMENT PLANT SHALL BE CAPABLE OF TREATING THE DESIGN FLOW OF 10 MGD WITH A TREATMENT EFFICIENCY OF 95%.
  - 4. THE TREATMENT PLANT SHALL BE CAPABLE OF TREATING THE DESIGN FLOW OF 10 MGD WITH A TREATMENT EFFICIENCY OF 95%.
  - 5. THE TREATMENT PLANT SHALL BE CAPABLE OF TREATING THE DESIGN FLOW OF 10 MGD WITH A TREATMENT EFFICIENCY OF 95%.
  - 6. THE TREATMENT PLANT SHALL BE CAPABLE OF TREATING THE DESIGN FLOW OF 10 MGD WITH A TREATMENT EFFICIENCY OF 95%.
  - 7. THE TREATMENT PLANT SHALL BE CAPABLE OF TREATING THE DESIGN FLOW OF 10 MGD WITH A TREATMENT EFFICIENCY OF 95%.
  - 8. THE TREATMENT PLANT SHALL BE CAPABLE OF TREATING THE DESIGN FLOW OF 10 MGD WITH A TREATMENT EFFICIENCY OF 95%.
  - 9. THE TREATMENT PLANT SHALL BE CAPABLE OF TREATING THE DESIGN FLOW OF 10 MGD WITH A TREATMENT EFFICIENCY OF 95%.
  - 10. THE TREATMENT PLANT SHALL BE CAPABLE OF TREATING THE DESIGN FLOW OF 10 MGD WITH A TREATMENT EFFICIENCY OF 95%.

SEE SHEET C-2

SCALE: 1" = 100'

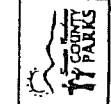


NO.	DATE	DESCRIPTION

**90% SUBMITTAL**  
 COUNTY OF SANTA BARBARA  
**COUNTY PARKS**  
 410 SANTA BARBARA STREET  
 SANTA BARBARA, CA 93101

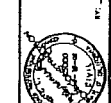
DESIGNER: DJF  
 DRAWN: SJS  
 PROJECT ENGINEER: [Signature]  
 DATE: [Blank]

**FLOWERS & ASSOCIATES, INC.**  
 600 PLYMOUTH STREET  
 SANTA BARBARA, CALIFORNIA 93101  
 TELEPHONE: (805) 964-2277



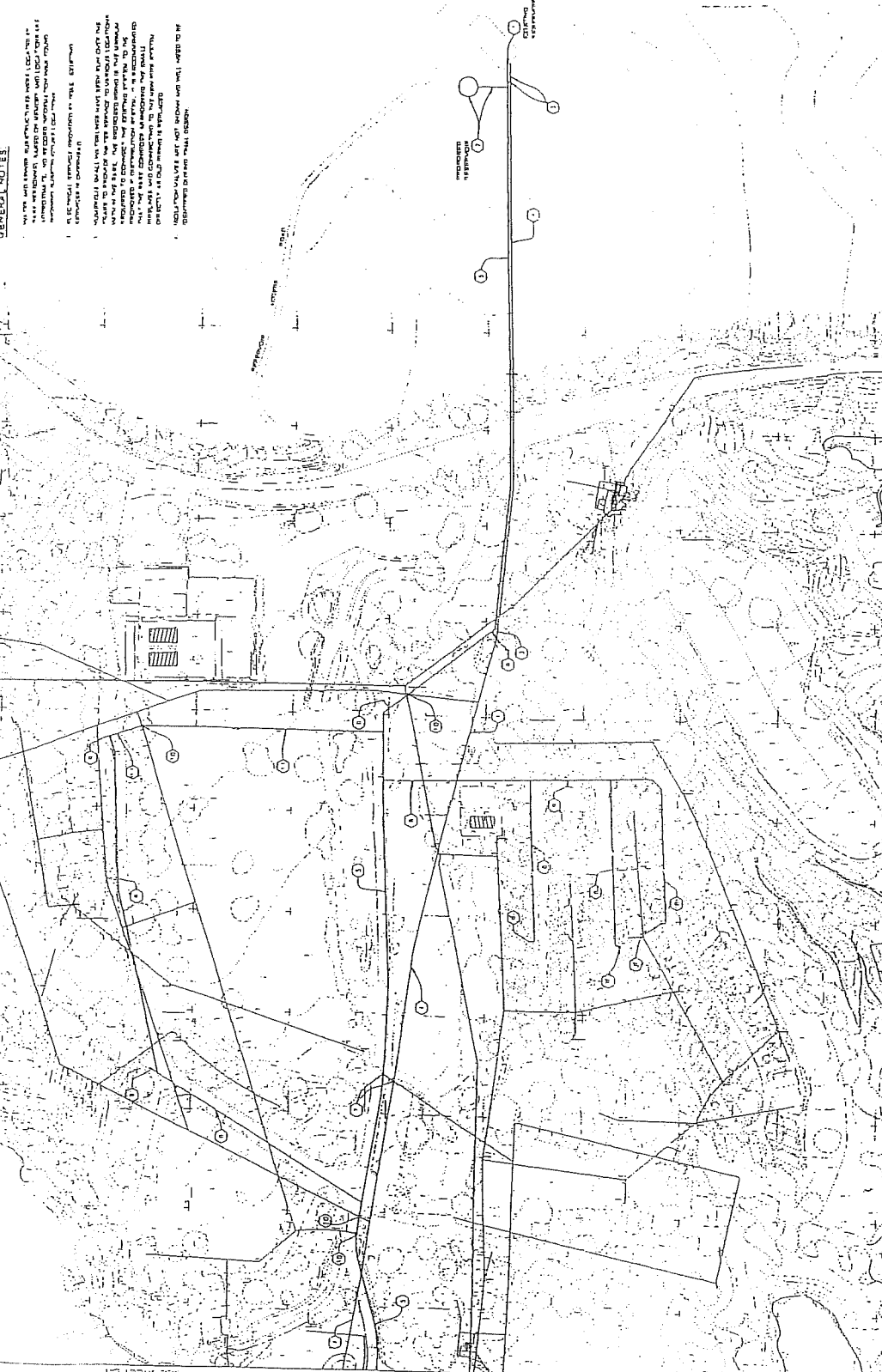
THIS PLAN AND SPECIFICATIONS SHALL BE CONSIDERED AS PART OF THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

**C-1**  
 CACHUMA WATER TREATMENT PLANT  
 CONCEPTUAL DESIGN  
 SANTA BARBARA COUNTY, CALIFORNIA



W.D. 0337

- NOTES THIS SHEET:**
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
  2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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- GENERAL NOTES:**
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  20. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

**BOY SUBMITTAL**

COUNTY OF SANTA BARBARA  
**COUNTY PARKS**  
 410 Mission Canyon Road  
 Santa Barbara, CA 93106

**SITE PLAN**  
 CACHUMA WATER TREATMENT PLANT  
 CONCEPTUAL DESIGN  
 9411 BARBARA COUNTY, CALIFORNIA

Sheet No. **C-2**  
 of **1** SHEETS

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

DESIGNER: \_\_\_\_\_  
 CHECKER: \_\_\_\_\_  
 PROJECT ENGINEER: \_\_\_\_\_  
 DATE: \_\_\_\_\_

**FLOWERS & ASSOCIATES, INC.**  
 600 1/2 Avenue of the Stars, Suite 200  
 Encino, CA 91436  
 Telephone: (818) 709-1271

**REVISIONS**

NO.	DATE	DESCRIPTION

SCALE: 1" = 100'

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

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

## SCOPE OF SERVICES

We propose to provide the following services:

### **Water Treatment Plant:**

1. Provide consultant team management and review design packages by all consultants for continuity and completeness.
2. Attend pre-bid meeting and up to six meetings, chair and prepare meeting notes, anticipated to be at beginning, 10%, 25%, 50%, 75% and 95% complete milestones.
3. Prepare topographic survey for water treatment plant site and proposed reservoir site. See proposal by Cardenas and Associates, attached hereto and made a part of this proposal
4. Perform geotechnical site evaluation at the proposed water treatment plant and reservoir sites, bore holes, sample and test soils and provide recommendations for grading design, site improvements and foundation design for the proposed building and reservoir. See proposal by Fugro West, attached hereto and made a part of this proposal.
5. Exchange information with County's archaeologist.
6. Design water treatment plant improvements as described above and prepare construction contract documents. This work includes design, plans and specifications, coordination of County Health and SWRCB for permitting and approvals. See proposal by Kennedy-Jenks Consultants attached hereto and made a part of this proposal. See Table 1, Lake Cachuma Water Treatment Plant – Preliminary List of Design Drawings.
7. Design demolition of existing WTP and site restoration, new WTP plant site improvements, modifications to the raw water pump station, piping and site appurtenances. See Table 1, Lake Cachuma Water Treatment Plant – Preliminary List of Design Drawings. Table 1 includes all of the proposed drawings by all team members.
8. Prepare general provisions, integrating the County's standard provisions. Prepare technical specifications for equipment and items included in the project. Prepare itemized bid list with descriptions for the work.
9. Provide (2) engineer's opinion of construction cost at 25% design and 95% design. County would like to have cost information by January 2008 for a congressional grant request.

10. Field review design/plans at 95% complete milestone to compare with site conditions. Respond to comments resulting from reviews by County Parks Department, County Building and Safety and others.
11. Deliver final plan mylars and specifications ready for reproduction by County. Final documents will also be delivered digitally with specifications in Word format and drawing in AutoCad format.

### **Water Storage and Distribution System Improvements:**

1. Provide consultant team management and review design packages by all consultants for continuity and completeness.
2. Attend pre-bid meeting and up to six meetings, chair and prepare meeting notes, anticipated to be at beginning, 10%, 25%, 50%, 75% and 95% complete milestones.
3. Topographic survey, geotechnical investigation and archaeological investigations, work for the entire project have been included with the WTP portion of the project.
4. Design new steel tank reservoir and site improvements for new reservoir and mechanical changes to the existing reservoir. Note: This work does not include improvements to the existing non-surfaced access road.
5. Design 8" transmission line, fire distribution and looping pipelines including appurtenances.
6. Design structural elements for the proposed reservoir site anticipated to be retaining walls, reservoir foundation and replacement roof structure for the existing reservoir. See proposal by Doyle – Morgan Structural Engineering attached here to and made a part of this proposal.
7. Prepare drawings as listed in Table 2, Lake Cachuma Water Storage and Distribution System Improvements. Prepare itemized bid list with descriptions for the work.
8. Prepare general provisions, integrating the County's standard provisions. Prepare technical specifications for equipment and items included in the project.
9. Provide (2) engineer's opinion of construction cost at 25% design and 95% design. County would like to have cost information by January 2008 for a congressional grant request.

10. Field review design/plans at 95% complete milestone to compare with site conditions. Respond to comments resulting from reviews by County Parks Department, County Building and Safety, Caltrans and others.
11. Deliver final plan mylars and specifications ready for reproduction by County. Final documents will also be delivered digitally with specifications in Word format and drawing in AutoCad format.

### SERVICES AND/OR INFORMATION TO BE PROVIDED BY OTHERS

Client will provide the following services and/or information:

1. Apply for and obtain permits and approvals, including Caltrans (pipe crossing under 154), and County Building Department. County will act as lead and consultants will provide submittal information and documents, respond to questions and attend meetings.
2. Perform timely reviews of information presented and timely responses for information requested by consultant team. Delayed responses could result in project schedule slippage.
3. Printing contract documents for advertising for bids and perform all bid services

### SPECIFIC EXCLUSIONS

Specifically not included in the above Scope of Services/Compensation are the following:

1. Any involvement with previously disposed hazardous waste including detection, evaluation, management and cleanup.
2. Bidding and construction services are not included with this proposal.

### ESTIMATED TIME-FRAME WTP Design (only)

Description	Start	Finish
Kick off Meeting		05/01/07
Archaeology Survey	04/16/07	05/01/07
Surveying	05/01/07	06/01/07
Geotechnical Investigation	05/01/07	06/04/07
Solar Evaluation and Analysis	05/01/07	06/04/07

Meeting 10% (confirmation of des. Criteria, solar analysis)		06/05/07
Design to 25%	06/05/07	08/05/07
Meeting 25% (schematic layout, cost est.)		08/06/07
Design to 50%	08/06/07	10/16/07
Meeting 50% (design review for key components, final layout)		10/17/07
Design to 75%	10/17/07	12/17/07
Meeting 75% (review design & specs equipment and system operations)		12/18/07
Design to 95%	12/19/07	02/25/08
Meeting 95% (Final design & specs and cost est.)		02/25/08
Agency Reviews	02/26/08	03/28/08
In-house review, field review of plans & specs	02/26/08	03/28/08
Respond to agency comments, final revisions	03/28/08	04/28/08
Deliver Mylars		04/29/08
Bid	04/29/08	05/29/08
Award	05/29/08	07/07/08
Construct	07/07/08	07/07/09

The proposed schedule for the design of storage and distribution system improvements will be determined after start of the design of the WTP. A schedule for that portion of the work will be developed once a start date has been identified.

### COMPENSATION

We will provide the requested services on a time and materials basis, with a not-to-exceed fee as broken down by subconsultant below:

#### Water Treatment Plant:

Consultant	Fee
Flowers & Associates, Inc	\$ 95,840
Kennedy-Jenks Consultants	\$ 284,400
Fugro West	\$ 12,000
Cardenas and Associates	\$ 10,240
Cost of Subconsultants @ 5%	\$ 15,332
<b>Total</b>	<b>\$ 417,812</b>

#### Water Storage and Distribution System Improvements:

Consultant	Fee
Flowers & Associates, Inc	\$ 132,510
Doyle-Morgan Structural Engineering	\$ 15,000
Cost of Subconsultants @ 10%	\$ 1,500
<b>Total</b>	<b>\$ 149,010</b>

Serviced will be charged for based on our current fee schedule. Should additional work be requested or identified that will exceed our fee, we will notify you for authorization before proceeding with this additional work.

Our services will be billed for at approximately monthly intervals in accordance with our Fee Schedule in effect when the services are authorized. Current Fee Schedule is attached. Payment is due upon receipt of Statement and unpaid balances are subject to late charges.

Should you have any questions regarding this proposal, please contact the undersigned. We appreciate your consideration of our firm and look forward to working with you on this project.

Sincerely,  
FLOWERS & ASSOCIATES, INC.

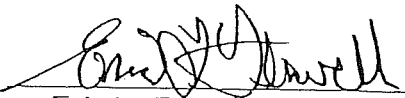
By:   
Eric L. Flavell, P.E.  
Vice President

TABLE 1  
LAKE CACHUMA WATER TREATMENT PLANT  
PRELIMINARY LIST OF DESIGN DRAWINGS

**GENERAL**

G-1 / F&A	Title Sheet, Vicinity Map, Location Map and List of Drawings
G-2 / F&A	General Project Information
G-3 / F&A	Overall Site Plan and Reference to Drawings
G-4 / K-J	Piping Symbols, Piping Schedule, Abbreviations and Legend
G-5 / K-J	Process Flow Diagram
G-6 / K-J	Design Basis and Criteria
G-7 / K-J	Hydraulic Profile

**CIVIL**

C-1 / F&A	Existing WTP Demolition Plan
C-2 / F&A	Existing WTP Site Restoration Plan
C-3 / F&A	WTP Site Grading, Paving and Drainage Plan
C-4 / F&A	Site Modifications to Raw Water P.S.
C-5 / F&A	Site Details
C-6 / F&A	Site Details
C-7 / F&A	Yard Piping Plan
C-8 / F&A	Raw Water Pipeline Plan & Profile
C-9 / F&A	Piping Details
C-10 / F&A	Wastewater Lift Station (Wastewater)
C-11 / F&A	Forcemain Plan & Profile
SP-1 / F&A	SWPPP Plan
SP-2 / F&A	SWPPP Plan
SP-3 / F&A	SWPPP Details
SP-4 / F&A	SWPPP Details

**ARCHITECTURAL**

A-1 / K-J	General Notes, Abbreviations, and Symbols
A-2 / K-J	Building - Floor Plan (1/4 Scale)
A-3 / K-J	Building - Roof Plan (1/4 Scale) and Elevation
A-4 / K-J	Building - Sections and Details
A-5 / K-J	Lab and Toilet Room Enlarged Plans and Details
A-6 / K-J	Architectural Details

**STRUCTURAL**

S-1 / K-J	Structural Notes, Abbreviations, and Symbols
S-2 / K-J	Building - Foundation/Floor Plan (1/4 Scale) and Foundation Details
S-3 / K-J	Building - Roof Plan, Structural Sections, and Details



**TABLE 1**  
**LAKE CACHUMA WATER TREATMENT PLANT**  
**PRELIMINARY LIST OF DESIGN DRAWINGS**

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S-4 / K-J	Building Foundation and Mechanical Anchorage Details
S-5 / K-J	Building Wall and Roof Details

---

**MECHANICAL**

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M-1 / F&A	Raw Water Pump Station – Plans and Section
M-2 / K-J	Building – Equipment Plan and Sections
M-3 / K-J	Building – Sections and Details
M-4 / K-J	Chlorine Contact Tanks - Plans, Sections and Details
M-5 / K-J	Misc. Equipment Details
M-6 / K-J	Building Plumbing Plan and Isometrics
M-7 / K-J	HVAC Plan, Elevation, and Details

---

**ELECTRICAL**

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E-1	Abbreviations, Legend, and Symbols
E-2	Single Line Diagram and MCC Elevations
E-3	Raw Water Pump Station – Lighting, Power, and Signal Plans
E-4	Building – Lighting, Power, and Signal Plans
E-5	Panel Board and Fixture Schedule
E-6	Conduit and Wire Schedule
E-7	Elementary Diagrams
E-8	Transformer and Emergency Generator Plan, Elevation, and Details
E-9	Details
E-10	Details

---

**INSTRUMENTATION**

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I-1 / K-J	Process and Instrumentation Legend
I-2 / K-J	P&ID – Raw Water Pump Station
I-3 / K-J	P&ID – Membrane Treatment System
I-4 / K-J	P&ID – Clearwells and Booster Pump Station
I-5 / K-J	P&ID – Spent Backwash Pumps
I-6 / K-J	P&ID – Sodium Hypochlorite Feed System
I-7 / K-J	Instrumentation and SCADA System Details

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**TABLE 2**  
**LAKE CACHUMA WATER STORAGE AND DISTRIBUTION SYSTEM IMPROVEMENTS**  
**PRELIMINARY LIST OF DESIGN DRAWINGS**

**GENERAL**

G-1 / F&A	Title Sheet, Vicinity Map, Location Map and List of Drawings
G-2 / F&A	General Project Information
G-3 / F&A	Overall Site Plan and Reference to Drawings
G-4 / F&A	Piping Symbols, Piping Schedule, Abbreviations and Legend
G-5 / F&A	Process Flow Diagram / Hydraulic Profile / Design Basis and Criteria

**CIVIL**

C-1 / F&A	Existing Reservoir Demolition Plan
C-2 / F&A	Existing Reservoir Piping Modifications Plan
C-3 / F&A	Reservoir Site Grading, Paving and Drainage Plan
C-4 / F&A	Reservoir Tank Layout and Piping Plan
C-5 / F&A	Reservoir Tank and Piping Details
C-6 / F&A	Transmission Pipeline Plan and Profile at 1" = 40' scale
C-7 / F&A	Transmission Pipeline Plan and Profile at 1" = 40' scale
C-8 / F&A	Transmission Pipeline Plan and Profile at 1" = 40' scale
C-9 / F&A	Transmission Pipeline Plan and Profile at 1" = 40' scale
C-10 / F&A	Transmission Pipeline Plan and Profile at 1" = 40' scale
C-11 / F&A	Transmission Pipeline Plan and Profile at 1" = 40' scale
C-12 / F&A	Transmission Pipeline Plan and Profile at 1" = 40' scale
C-13 / F&A	Fire System / Looping Plan and Profile at 1" = 40' scale
C-14 / F&A	Fire System / Looping Plan and Profile at 1" = 40' scale
C-15 / F&A	Fire System / Looping Plan and Profile at 1" = 40' scale
C-16 / F&A	Fire System / Looping Plan and Profile at 1" = 40' scale
C-17 / F&A	Fire System / Looping Plan and Profile at 1" = 40' scale
C-18 / F&A	Fire System / Looping Plan and Profile at 1" = 40' scale

CD-1 / F&A	Site Details
CD-2 / F&A	Site Details
CD-3 / F&A	Piping Details
CD-4 / F&A	Piping Details
CD-5 / F&A	Boring Under HWY 154 Plan, Profile and Details

SP-1 / F&A	SWPPP Plan
SP-2 / F&A	SWPPP Plan
SP-3 / F&A	SWPPP Details
SP-4 / F&A	SWPPP Details

**TABLE 2**  
**LAKE CACHUMA WATER STORAGE AND DISTRIBUTION SYSTEM IMPROVEMENTS**  
**PRELIMINARY LIST OF DESIGN DRAWINGS**

---

**STRUCTURAL**

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S-1 / D-M Structural Notes, Abbreviations, and Symbols

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S-2 / D-M Reservoir - Foundation/Footing Plan

---

S-3 / D-M Reservoir - Foundation/Footing Structural Sections, and Details

---

S-4 / D-M Existing Reservoir Roof Structural

---

S-5 / D-M Existing Reservoir Roof Details

---

S-6 / D-M Site Walls and Misc. Details

---

FLOWERS & ASSOCIATES, INC.  
 500 E. MONTECITO STREET  
 SANTA BARBARA, CA 93103  
 (805) 966-2224  
 By: ELF

**PROJECT SUMMARY SHEET**

This Project Summary Sheet is a summary of the work tasks outlined in the Scope of Services of this proposal and clarify responsibility for performing the various work tasks anticipated to complete the project.

CLIENT: County of Santa Barbara, Parks Department

PROJECT: Cachuma Water System Improvements

THIS CONTRACT: Study / Analysis / Master Plan \_\_\_\_\_ Design  X  Construction \_\_\_\_\_

RESPONSIBILITY OF:

<u>DISCIPLINES REQUIRED</u>	<u>CLIENT</u>	<u>F&amp;A</u>	<u>F&amp;A SUB</u>	<u>N/A</u>
Survey (Topo Mapping, Boundary, ATLA, Aerial)	_____	_____	<u> X </u>	_____
Geotechnical (Soil report, Geology report, Testing)	_____	_____	<u> X </u>	_____
Traffic (Geometrics, Delineation, Signals, Street lights)	_____	_____	_____	<u> X </u>
Structural (Structures, Seismic)	_____	_____	<u> X </u>	_____
Mechanical (Utility Service, Buildings, Fire Systems)	_____	_____	<u> X </u>	_____
Architect	_____	_____	_____	<u> X </u>
Landscape Architect	_____	_____	_____	<u> X </u>
Specialty Civil (Coastal, Water, Wastewater, other)	_____	_____	<u> X </u>	_____
Electrical	_____	_____	<u> X </u>	_____
Permitting and Approvals	<u> X </u>	<u> X </u>	<u> X </u>	_____
Other _____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____

RESPONSIBILITY OF:

<u>PROJECT ELEMENTS:</u>	<u>CLIENT</u>	<u>F&amp;A</u>	<u>F&amp;A SUB</u>	<u>N/A</u>
Overall Project Management	<u>  X  </u>	<u>      </u>	<u>      </u>	<u>      </u>
Disseminate information with other Disciplines	<u>      </u>	<u>  X  </u>	<u>  X  </u>	<u>      </u>
Utility Research	<u>      </u>	<u>  X  </u>	<u>      </u>	<u>      </u>
Meetings	<u>  X  </u>	<u>  X  </u>	<u>  X  </u>	<u>      </u>
Permits	<u>  X  </u>	<u>  X  </u>	<u>  X  </u>	<u>      </u>
Agency Approvals	<u>  X  </u>	<u>  X  </u>	<u>  X  </u>	<u>      </u>
Drawings	<u>      </u>	<u>  X  </u>	<u>  X  </u>	<u>      </u>
Construction Specifications (Contract / Requirements)	<u>      </u>	<u>  X  </u>	<u>      </u>	<u>      </u>
Construction Specifications (Technical)	<u>      </u>	<u>  X  </u>	<u>  X  </u>	<u>      </u>
Opinion of Construction Cost	<u>      </u>	<u>  X  </u>	<u>  X  </u>	<u>      </u>
Report / Document	<u>      </u>	<u>      </u>	<u>      </u>	<u>  X  </u>
Mylars for Agency Records	<u>      </u>	<u>  X  </u>	<u>  X  </u>	<u>      </u>
Construction Record Drawings	<u>      </u>	<u>      </u>	<u>      </u>	<u>  X  </u>
Project Bidding Services	<u>  X  </u>	<u>      </u>	<u>      </u>	<u>      </u>
Bid Analysis / Recommendation	<u>  X  </u>	<u>      </u>	<u>      </u>	<u>      </u>
Construction Testing	<u>      </u>	<u>      </u>	<u>      </u>	<u>  X  </u>
Construction Services (only as requested by Client)	<u>      </u>	<u>      </u>	<u>      </u>	<u>  X  </u>
Construction Observation (limited-member of team)	<u>      </u>	<u>      </u>	<u>      </u>	<u>  X  </u>
Construction Observation (full time)	<u>      </u>	<u>      </u>	<u>      </u>	<u>  X  </u>
Construction Contract Administration	<u>      </u>	<u>      </u>	<u>      </u>	<u>  X  </u>
Other _____	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
Other _____	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
Other _____	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
Other _____	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>

# Kennedy/Jenks Consultants

Engineers & Scientists

1000 Hill Road, Suite 200  
Ventura, California 93003  
805-658-0607  
805-650-1522 (Fax)

REC'D BY F & A

MAR 27 2007

W.O. \_\_\_\_\_

26 March 2007

Mr. Eric Flavell  
Flowers and Associates  
500 E. Montecito Street  
Santa Barbara, CA 93013

Subject: Proposal for Engineering Services  
Lake Cachuma Water Treatment Plant  
Santa Barbara County Parks

Dear Mr. Flavell:

Kennedy/Jenks Consultants (Kennedy/Jenks) is pleased to present this proposal for engineering services to Flowers and Associates (Flowers) for the Lake Cachuma Water Treatment Plant (LCWTP). This proposal includes the scope of work (SOW) for this effort and related fees for engineering design of the treatment system as well as related support services.

## Project Understanding

In an effort to ensure local and regional water supplies, the water level in Lake Cachuma will be raised in the near future to increase storage. Once this occurs, the elevation of the existing LCWTP, which provides potable water to a number of customers in the area as well as park facilities, is anticipated to fall below the maximum lake water level. To address this issue, the Santa Barbara County Parks (SBCP) determined that the most suitable recourse is to build a new water treatment plant at a higher elevation. An engineering evaluation was authorized to determine the best treatment process and conceptual system configuration for the new facility. The findings from the evaluation recommended that the treatment process consist of a microfiltration (MF) system with a 370 gallon per minute (gpm) rated capacity. The MF system will be housed in a new treatment plant building, which will also house new motor control center (MCC) equipment, filtered water booster pumps, onsite sodium hypochlorite generation equipment, spent backwash water pumps, a lab/office room, and restroom facilities. In addition to these items, the new facilities will also include two new raw water transfer pumps and two new 10,000 gallon clearwells.

Mr. Eric Flavell  
Flowers and Associates  
26 March 2007  
Page 2

SBCP has recently indicated that funding for the new treatment facility design has been authorized and now wishes to go forward with the project.

## **Scope of Work**

The scope of services to be provided by Kennedy/Jenks is divided into the following tasks and sub-tasks.

### **Task 1 – Project Management and Meetings**

Kennedy/Jenks will provide management of all work tasks described including assignment and supervision of in-house staff, planning and monitoring of design contract budget and schedule, quality assurance and control, and coordination with Flowers.

#### **Task 1.A – Project Management and QA/QC**

Kennedy/Jenks will provide project management focused on control of project design costs, maintaining project schedule requirements, and delivering design documents for the project. We will utilize senior engineers to provide QA/QC review of design submittals to SBCP.

#### **Task 1.B – Project Meetings Attendance**

The Project Manager and/or the Project Engineer will attend four meetings with the SBCP. The proposed meetings include the following:

- A project kick-off meeting.
- A 25% (pre-design) stage meeting.
- A meeting to review the 50% (design development) stage submittal.
- A meeting to review the 95% (final design) stage submittal.
- A pre-bid meeting with potential contractors and bidders.

All meetings are assumed to take place at Lake Cachuma.

### **Task 2 – Develop Cost Evaluations**

Kennedy/Jenks will conduct the following cost evaluations prior to the start of the design of the new LCWTP:

- The use of bulk sodium hypochlorite vs. on-site hypochlorite generation.

Mr. Eric Flavell  
Flowers and Associates  
26 March 2007  
Page 3

- The potential inclusion of solar power at the new facility (including a cost-benefit analysis as well as contracting options)

Recent discussions with SBCP following the completion of the engineering evaluation indicated that these cost evaluation issues should be addressed as part of this effort.

*Deliverable: Technical Memorandum with the findings from each evaluation and recommendations for the appropriate alternative (where applicable).*

### Task 3 – Preparation of Project Design Documents

#### Task 3.A – Detailed Design

Kennedy/Jenks will prepare a detailed development of design concepts and criteria; finalization of the operation and control scheme; design of the process unit and associated equipment layout; architectural, structural, mechanical, electrical, and control designs for the treatment plant; and electrical and control designs for the raw water pump station. Our understanding is that Flowers will provide the civil design documents; design documents for the mechanical and structural elements of the raw water pump station; and design documents for the sewage lift station. Kennedy/Jenks will prepare design development and final design documents as follows:

- Architectural design of a new treatment plant building which will house the MF system, the MF clean-in-place (CIP) system, a small lab/office, restroom, chlorination system, and spent backwash system. Note that the laboratory facility will be designed under the assumption that it will not be certified by the State of California. Architectural design will consider provisions for future expansion to the south.
- Mechanical design consisting of design of process equipment and process piping to connect the membrane equipment to the raw water conveyance pipeline, filtered water and chlorination piping; design of treated water booster pumps and piping connections; design of backwash water pumps and connections to the sanitary sewer for ultimate disposal; design of HVAC and plumbing system. Plans, sections, and details for the mechanical equipment and piping will be developed.
- Structural design consisting of a new concrete block treatment plant building with a standing metal seam roof and two new 10,000-gallon chlorine contact tanks. The design of structural members will be in accordance with current codes and design specifications for proper dead, live, and seismic load conditions; and the development of appropriate details of structural requirements for structural members, connections, and other appurtenances. The structure will be designed with provisions for future expansion to the south.
- Electrical design consisting of power distribution systems for process equipment and raw water pumps, lighting and process control equipment, and selection of energy-efficient



Mr. Eric Flavell  
Flowers and Associates  
26 March 2007  
Page 4

electrical devices. Electrical construction drawings will consist of single-line power distribution diagram, power plans for various process, electrical device control diagrams, and other miscellaneous details. The design of a solar power system will also be included in the design documents.

- Instrumentation design consisting of the process control system for the raw water pumps and treatment plant, final selection of additional instrumentation and control devices, and monitoring and alarm signals to alert SBCP staff of alarm conditions. Instrumentation construction drawings will consist of process and instrumentation diagrams, control schematics, and details for control panels. The instrumentation supplied by the membrane equipment supplier will be incorporated into the process drawings.

A preliminary list of project drawings for the LCWTP project is presented in Table 1, attached.

For this project, Kennedy/Jenks proposes three design submittals: 25% (pre-design), 50% (design development), and 95% (final design) stages. At each stage in the design, SBCP will review and approve the design.

*Deliverable: Five (5) copies of draft project documents to be submitted to Flowers for SBCP review and comments at each submittal stage.*

### **Task 3.B – Probable Cost of Construction**

Estimates of the probable cost of construction for the LCWTP project will be prepared at the 25%, 50%, and 95% design submittal stages. Design decisions and changes will be reviewed as to their impacts on the project cost to avoid cost increase "surprises" upon completion of the final construction estimate. Estimates of the probable cost of construction will be prepared based on the price level projected for the anticipated midpoint of construction.

*Deliverable: Five (5) copies of construction cost estimate at the 25% (pre-design), 50% (design development), and 95% (final design) stages.*

### **Task 3.C – Project Bid Documents**

It is assumed that SBCP and/or Flowers will prepare project bid documents consisting of General Conditions, Supplementary Conditions, and Bidding Requirements. Kennedy/Jenks Consultants will prepare Technical Specifications and Design Drawings for the new treatment plant. The bid documents will be prepared in Construction Standards Institute (CSI) format. SBCP and/or Flowers will be responsible for advertising and distributing project contract documents and addenda to prospective bidders and receiving bids.

### **Task 4 – Permitting and Utility Coordination Support**

Kennedy/Jenks will provide the following services to support SBCP during the design stage of the LCWTP:

Mr. Eric Flavell  
Flowers and Associates  
26 March 2007  
Page 5

- Coordinate with the local electrical utility to establish electrical service at the LCWTP site.
- Assist SBCP in obtaining the necessary permit from the Santa Barbara County Health Department to allow the construction and operation of the LCWTP.
- Assist SBCP in obtaining the necessary permit from the Santa Barbara County Building and Safety Department including responding to and addressing plan-check and/or review comments.

### **Supplemental Services**

Any additional services over and above those included in the Scope of Work described above shall be undertaken only upon authorization by Flowers based on a written scope of work describing the additional services and the basis of compensation for such services.

### **Deliverables**

The deliverables include the following.

1. Technical memorandum with the findings from the cost evaluations.
2. Project design documents including technical specifications and construction drawings consisting of five copies of 25%, 50%, and 95% complete progress submittals and the final project documents as described above.
3. An opinion of probable cost for the construction of the project at the 25%, 50%, and 95% complete progress submittals.
4. Construction contract award recommendation letter.

### **Services Not Included**

The following services are not included in the scope of work:

- Surveying and mapping.
- Geotechnical investigation.
- Bid services.
- Civil design.
- Mechanical and structural elements of the raw water pump station design and preparation of associated design documents.

Mr. Eric Flavell  
Flowers and Associates  
26 March 2007  
Page 6

- Design of the sewage lift station and preparation of associated design documents.
- Design of raw water conveyance pipelines upstream of the LCWTP and treated water conveyance pipelines downstream of the chlorine contact tanks as well as preparation of associated design documents for both.
- Preparation of bidding and contract specifications (i.e., front-end documents).

### **Project Budget**

The budget for the scope of work described above is \$284,400. A breakdown of the fee estimate is presented in Table 2, attached. This budget will not be exceeded without authorization.

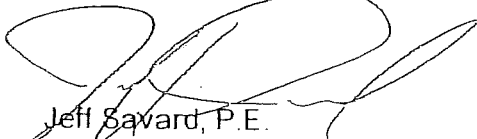
### **Basis of Compensation**

Kennedy/Jenks proposes to provide these services on a time and expense reimbursement basis in accordance with Kennedy/Jenks' Schedule of Charges dated 1 January 2007, attached. The Schedule of Charges will be updated near the beginning of each year.

We appreciate the opportunity to continue our involvement on this exciting project and look forward to discussing it further. Please call if you have any questions or require additional information.

Very truly yours,

KENNEDY/JENKS CONSULTANTS, INC.



Jeff Savard, P.E.  
Vice President

Enclosures: Table 1 – Preliminary List of Design Drawings  
Table 2 – Fee Estimate Breakdown  
Schedule of Charges, 1 January 2007

Mr. Eric Flavell  
 Flowers and Associates  
 26 March 2007  
 Page 7

TABLE 1  
 LAKE CACHUMA WATER TREATMENT PLANT  
 PRELIMINARY LIST OF DESIGN DRAWINGS

GENERAL	
G-1	Title Sheet, Vicinity Map, Location Map, and List of Drawings (by Flowers)
G-2	Piping Symbols, Piping Schedule, Abbreviations, and Legend
G-3	Process Flow Diagram
G-4	Design Basis
G-5	Hydraulic Profile
CIVIL	To be developed by Flowers and Associates
ARCHITECTURAL	
A-1	General Notes, Abbreviations, and Symbols
A-2	Building - Floor Plan (1/4 Scale)
A-3	Building - Roof Plan (1/4 Scale) and Elevation
A-4	Building - Sections and Details
A-5	Lab and Toilet Room Enlarged Plans and Details
A-6	Architectural Details
STRUCTURAL	
S-1	Structural Notes, Abbreviations, and Symbols
S-2	Building and Raw Water Pump Station - Foundation/Floor Plan (1/4 Scale) and Foundation Details
S-3	Building - Roof Plan, Structural Sections, and Details
S-4	Building Foundation and Mechanical Anchorage Details
S-5	Building Wall and Roof Details
MECHANICAL	
M-1	Raw Water Pump Station - Plans and Section (by Flowers)
M-2	Building - Equipment Plan and Sections
M-3	Building - Sections and Details
M-4	Chlorine Contact Tanks - Plans, Sections and Details
M-5	Misc. Equipment Details
M-6	Building Plumbing Plan and Isometrics
M-7	HVAC Plan, Elevation, and Details

Mr. Eric Flavell  
 Flowers and Associates  
 26 March 2007  
 Page 8

**TABLE 1**  
**LAKE CACHUMA WATER TREATMENT PLANT**  
**PRELIMINARY LIST OF DESIGN DRAWINGS**

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**ELECTRICAL**

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E-1	Abbreviations, Legend, and Symbols
E-2	Single Line Diagram and MCC Elevations
E-3	Raw Water Pump Station – Lighting, Power, and Signal Plans
E-4	Building – Lighting, Power, and Signal Plans
E-5	Panel Board and Fixture Schedule
E-6	Conduit and Wire Schedule
E-7	Elementary Diagrams
E-8	Transformer and Emergency Generator Plan, Elevation, and Details
E-9	Details
E-10	Details

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**INSTRUMENTATION**

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I-1	Process and Instrumentation Legend
I-2	P&ID – Raw Water Pump Station
I-3	P&ID – Membrane Treatment System
I-4	P&ID – Chlorine Contact Tanks and Booster Pump Station
I-5	P&ID – Spent Backwash Pumps
I-6	P&ID – Sodium Hypochlorite Feed System
I-7	Instrumentation and SCADA System Details

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Mr. Eric Flavell  
 Flowers and Associates  
 26 March 2007  
 Page 9

TABLE 2  
 LAKE CACHUMA WATER TREATMENT PLANT  
 FEE ESTIMATE BREAKDOWN<sup>(a)</sup>

Task	Fee
1 – Project Management and Meetings	
1A – Project Management and QA/QC	\$ 9,900
1B – Project Meetings Attendance	\$ 9,200
	<i>Subtotal Task 1</i>
	\$ 19,100
2 – Cost Evaluations	\$ 4,800
3 – Preparation of Project Design Documents	
3A – Detailed Design	
Architectural	\$ 44,187
Structural	\$ 33,990
Mechanical	\$ 44,190
Electrical	\$ 56,650
I&C	\$ 39,655
General	\$ 18,128
	<i>Subtotal Task 3A</i>
	\$ 236,800
3B – Opinions of Probable Construction Cost	\$ 10,000
3C – Project Bid Documents	\$ 10,500
	<i>Subtotal Task 3</i>
	\$ 257,300
4 – Permitting and Utility Coordination Support	\$ 3,200
<b>Total</b>	<b>\$ 284,400<sup>(b)</sup></b>

Notes:

- (a) The fee estimate is based on Kennedy/Jenks' January 1, 2007 Schedule of Charges (attached) and includes a 3 percent communications charge, direct expenses, and other direct costs.
- (b) The total fee estimate will not be exceeded without prior approval from Flowers & Associates.

Client/Address: Flowers and Associates  
500 E. Montecito Street  
Santa Barbara, CA 93013

Kennedy/Jenks Consultants

Contract/Proposal Date: 26 March 2007

## Schedule of Charges

January 1, 2007

### Personnel Compensation

Classification	Hourly Rate
CAD-Technician .....	\$90
Designer-Senior Technician .....	\$110
Engineer-Scientist-Specialist 1 .....	\$100
Engineer-Scientist-Specialist 2 .....	\$105
Engineer-Scientist-Specialist 3 .....	\$120
Engineer-Scientist-Specialist 4 .....	\$135
Engineer-Scientist-Specialist 5 .....	\$150
Engineer-Scientist-Specialist 6 .....	\$170
Engineer-Scientist-Specialist 7 .....	\$185
Engineer-Scientist-Specialist 8 .....	\$205
Engineer-Scientist-Specialist 9 .....	\$215
Project Administrator .....	\$85
Administrative Assistant .....	\$65
Aide .....	\$55

In addition to the above Hourly Rates, a three percent Communications Charge will be added to Personnel Compensation for normal and incidental copies, communications and postage.

### Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- Maps, photographs, reproductions, printing, equipment rental, and special supplies related to the work.
- Consultants, soils engineers, surveyors, contractors, and other outside services.
- Rented vehicles, local public transportation and taxis, travel and subsistence.
- Specific telecommunications and delivery charges.
- Special fees, insurance, permits, and licenses applicable to the work.
- Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the rate of 48 cents per mile or at a negotiated monthly rate.

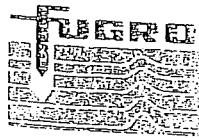
Reimbursement for use of computerized drafting systems (CAD), geographical information systems (GIS), and other specialized software and hardware will be at the rate of \$12 per hour.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Other in-house charges for prints and reproductions, equipment usage, laboratory analyses, etc. will be at standard company rates.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2007 through December 31, 2007. After December 31, 2007, invoices will reflect the Schedule of Charges currently in effect.



FUGRO WEST, INC.

211 E. Victoria Street, Suite D  
Santa Barbara, California 93101  
Tel: (805) 963-4450  
Fax: (805) 564-1327

February 20, 2007  
Project No. 2007.048

Flowers and Associates  
500 E Montecito Street  
Santa Barbara, California 93103

Attention: Mr. Eric Flavell

Subject: Proposal for Geotechnical Engineering Services  
Cachuma Water Treatment Plant and Reservoir Improvements  
Cachuma Lake County Park, Santa Barbara County, California

Dear Mr. Flavell:

Fugro is pleased to present this proposal to provide geotechnical engineering services for the planned water treatment plant and reservoir improvements at Cachuma Lake County Park in Santa Barbara County, California. This proposal was prepared in response to your request and it outlines our proposed scope of work, estimated fee, and preliminary work schedule to provide design-level geotechnical findings and recommendations for the proposed improvements.

On the basis of information provided to us and a brief site visit, we understand the project will consist of constructing a new 40-foot-diameter, 200,000 gallon, welded steel reservoir; and a new 370 GPM filtration water treatment plant. The new reservoir will be constructed on a graded pad adjacent to an existing, partially buried reservoir south of State Route 154 and south of the Cachuma Lake County Park. The new water treatment plant will be located in the northern portion of the park, about 500 feet south of the existing 300 GPM filtration plant.

Services under this proposal will consist of project initiation and data review, a field exploration program, geotechnical laboratory testing, and geotechnical evaluation and report preparation. A description of our proposed scope of services and various work tasks is provided below.

#### PROPOSED SCOPE OF SERVICES

**Task 1 - Project Initiation and Data Review.** We will review the soil and geologic conditions within the project area from published geologic maps, selected historical aerial photographs, and past geotechnical studies in our in-house files. 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.

Prior to performing subsurface exploration for the project, we will visit the project sites to coordinate exploration activities with County Park staff, locate and mark potential exploration locations, and evaluate site access conditions. We will contact Underground Service Alert (USA) to coordinate locating and marking of existing underground utilities located in the area of the proposed explorations. We also anticipate that County Park staff will assist in locating and marking underground utilities and coordinating access to the exploration sites.

Fugro will not be responsible for damage to utilities or infrastructure that are not properly marked/located or for third party damage resulting from damage to a mislocated or unlocated utility. We have assumed that access to the site is suitable for heavy rubber-tired trucks, and that no permits will be required to perform the proposed exploration program.

**Task 2 – Field Exploration Program.** We will perform a subsurface exploration program consisting of excavating, sampling, and logging four hollow-stem-auger borings. Two borings will be drilled at the proposed reservoir location to depths of approximately 30 to 50 feet below the existing ground surface. Two borings will be drilled at the proposed water treatment plant location to depths of approximately 25 to 30 feet below the existing ground surface. Soil samples will be obtained at approximately 5-foot intervals using a modified California liner sampler or a standard penetration test (SPT) sampler. Bulk samples will also be obtained from soil excavated during the drilling process. An engineer or geologist from Fugro will log the borings. Soil samples obtained from the boring will be classified and packaged in the field.

We will perform field mapping south of Cachuma Lake County Park along State Route 154 and along the access road for the existing, partially buried reservoir. A geologist from Fugro will measure the orientation (strike and dip) of the exposed bedrock at these locations. The purpose of the field mapping is to supplement current data from existing published geologic maps and to aid in our understanding of the geologic conditions at the proposed reservoir site.

**Task 3 – Geotechnical 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, direct shear, expansion, grain-size, consolidation, and classification tests.

**Task 5 – Geotechnical Evaluation and Report Preparation.** We will prepare a Geotechnical Report for the design of the proposed reservoir and water treatment plant at



Cachuma Lake. The report will provide a summary of the data obtained and our opinions and recommendations regarding:

- Soil and groundwater conditions encountered;
- Geologic hazards consisting of strong ground shaking, ground rupture potential, landsliding and slope stability, and liquefaction;
- General description of suitable foundation types for the proposed structures (note for the purpose of this proposal, we have assumed the structures can be supported on shallow foundations);
- Foundation design parameters for the proposed structures consisting of allowable bearing pressures, lateral load resistance, embedment, and settlement estimates for shallow foundations;

## SCHEDULE

Field activities will be scheduled based on the availability of access to the site, availability of the drilling equipment, and prevailing weather conditions. We anticipate the fieldwork for this project can be commenced about two weeks from receiving written authorization to proceed, assuming there are no delays due to weather, subcontractor availability, conflicting utilities, or site access. The proposed field exploration program will likely take about 2 days to complete. We anticipate that the geologic report can be submitted about 6 weeks after the completion of the fieldwork. We can provide information orally as it becomes available.

## FEE ESTIMATE

We propose to conduct the proposed scope of services on a time-and-expense basis in accordance with our January 2007 Fee Schedule. Our fee to complete the above-described scope of services is estimated to be about \$12,000. The estimated fees provide for services performed through the completion of the geotechnical report. The times and fees are based on estimates of the staff hours and subcontracted services required to complete the scope of services.

## CLOSURE

This scope of work specifically excludes the search for, and evaluation of hazardous substances in the soil, air, or water. In the event that hazardous materials are encountered during field exploration, Fugro will be required to report the contamination and follow protocols required by various agencies. The cost for work performed in association with the discovery of hazardous material will be provided as additional services on a time and expense basis.



We appreciate the opportunity to continue our relationship with Flowers and Associates and to participate in the development of the new facilities at Cachuma Lake County Park. Upon acceptance of the scope of services and estimated fee a task order on the existing Master Services Agreement between Flowers and Fugro will serve as Fugro's written authorization to proceed. If you have any questions or need additional information, please contact our office.

Sincerely,

FUGRO WEST, Inc.

A handwritten signature in black ink, appearing to read "Kenneth M. Clements", written over the company name.

Kenneth M. Clements, GE  
Principal Engineer – Vice President

Attachments: January 2007 Fee Schedule

Copies: 2 – addressee



ESTIMATED FEE WORKSHEET

ESTIMATED FEE SUMMARY

PROJECT: 2007.048  
Cachuma Water Reservoir and Treatment Plant

LABOR

Task	Description	Principal	Associate	Senior	Project II	Staff II	Senior Tech./CMT	GIS Tech.	CAD Operator	Word Processor	Hours	Fees
Task 1	Project Initiation	\$180	\$155	\$140	\$125	\$105	\$75	\$90	\$85	\$50	4	\$670
Task 2	Field Exploration					14					15	\$1,650
Task 3	Laboratory Testing					1					1	\$105
Task 4	Geotechnical Evaluation and Report Preparation					20			4		36	\$3,840
HOURS:						37						
FEES:		\$1,080	\$820	\$0	\$0	\$3,885	\$0	\$0	\$340	\$240	55	\$6,166
Subtotal Labor Charges											\$240	\$6,166

DIRECT CHARGES (15% Markup on Subcontractor's Fees)

Description	Units	Each	Markup	Fee
Follow-Stem Drilling				
Drill Rig Mobilization	1	\$350	15%	\$403
Drill Rig On-site	14	\$186	15%	\$3,140
Support Truck and Equipment	2	\$102	15%	\$234
Total Direct Charges				\$3,776

FEE SUMMARY

Description	Amount
Labor Charges	\$6,166
Direct Charges	\$3,776
Laboratory Testing	\$2,109
TOTAL ESTIMATED FEE	\$12,060



**SOUTHERN CALIFORNIA 2007 FEE SCHEDULE  
FOR CONSULTING SERVICES**

PROFESSIONAL STAFF	HOURLY RATE
Staff I Professional .....	\$ 95
Staff II Professional .....	105
Project Professional I .....	120
Project Professional II .....	125
Senior Professional .....	140
Associate .....	155
Principal .....	180
Principal Consultant .....	190

**TECHNICAL AND OFFICE STAFF**

Field Technician/Inspector - Non-Prevailing Wage, Straight Time .....	78
Field Technician/Inspector - Prevailing Wage, Straight Time .....	87
Construction Inspector .....	95
Construction Services Manager .....	105
Office Assistant .....	50
Word Processor/Clerical .....	60
Laboratory Technician .....	65
Technical Assistant/Illustrator .....	80
Illustrator II .....	85
CADD Operator .....	85
GIS Technician .....	90
HSE Manager .....	145

*Overtime Rates for Technical and Office Staff:*

- a. Saturday or over 8 hours/day during weekdays ..... 1.3 x straight time
- b. Sundays/holidays ..... 1.5 x straight time
- c. Swing or graveyard shift premium ..... 1.3 x straight time

**Fees for expert witness preparation, testimony, court appearances,  
or depositions will be billed at the rate of \$325 per hour.**

**OTHER DIRECT CHARGES**

Subcontracted Services .....	Cost Plus 15%
Outside Reproduction .....	Cost Plus 15%
Outside Laboratory .....	Cost Plus 15%
Out-of-Pocket Expenses .....	Cost Plus 15%
Travel and Subsistence .....	Cost Plus 15%
Field Vehicle and Basic Sampling Equipment .....	100/day
Specialized Software Applications .....	25/hr

Report reproduction and data reporting costs per staff hourly rates  
Fee Schedule is subject to revision periodically

**LABORATORY AND SPECIALTY TESTING AND EQUIPMENT** ..... See Separate Schedules

**FUGRO WEST, INC.**  
**2007 FEE SCHEDULE**  
**LABORATORY AND MATERIALS TESTING**



**CLASSIFICATION TESTS**

Moisture Content and Visual Classification (ASTM D2216 / D2488) .....	\$ 20
Total and Dry Densities (With Moisture Content ASTM D2937) .....	\$ 25
Add for Shelby Tube with above Tests .....	\$ 20
Plastic and Liquid (Atterberg) Limits (ASTM D4318) .....	\$ 135
Specific Gravity (AASHTO T100) .....	\$ 90
Organic Content (ASTM D2974) .....	\$ 75
Sand Equivalent (ASTM D2419) .....	\$ 90
Sieve Analysis (ASTM D422) .....	\$ 90
Less Than 200 grams of Fine-Grained Soil	
Sieve Analysis (ASTM C136, Cal 202)	
Coarse Fraction .....	\$ 60
Fine Fraction with Wash .....	\$ 100
Percent Passing #200 Sieve (ASTM D1140) .....	\$ 60
Particle Size Analysis -	
Sieve & Hydrometer (ASTM D422) .....	\$ 160
Quick Hydrometer Analysis .....	\$ 90

**VOLUME CHANGE TESTS**

Incremental Consolidation (ASTM D2435) .....	\$ 330
Additional Load Increment or Time Rate .....	\$ 55
Quick Consolidation, max 8 Loads (16 ksf max)	\$ 260
Constant Rate of Strain Consolidation,	
- To 16 ksf max (ASTM D4186) .....	\$ 375
- With Intermediate Rebound and Reload .....	\$ 440
Expansion Index (ASTM D4828; UBC 29-1) .....	\$ 225
Percent Swell (ASTM D2435) .....	\$ 110
Swell Pressure and	
Percent Swell (ASTM D4546) .....	\$ 250

**STATIC STRENGTH TESTS**

Hand Penetrometer .....	\$ 8
Torvane .....	\$ 10
Miniature Vane (ASTM D4648) .....	\$ 25
Miniature Vane, with Residual .....	\$ 35
Core Compression Test (Excludes Stress-Strain)	\$ 75
Unconfined Compression, Soil (ASTM D2166) ..	\$ 95
Unconfined, Rock (ASTM D2938) .....	\$ 115
Triaxial Unconsolidated Undrained .....	\$ 120
(ASTM D2850)	
Triaxial Consolidated Drained	
Single-Stage .....	\$ 450
Multi-Stage .....	\$ 790
Triaxial Consolidated Undrained (w/Pore Pressure)	
Single-Stage (ASTM D4767) .....	\$ 450
Multi-Stage .....	\$ 730
Direct Shear, CU, 3 points (ASTM D3080) .....	\$ 300
Add for Residual Strength, per Point .....	\$ 50

Note:

Our laboratories are accredited by AASHTO, Caltrans, and the US Army Corps of Engineers

**HYDRAULIC CONDUCTIVITY AND OTHER TESTS**

Soil Chemistry for Corrosion (pH, chloride, sulfate, resistivity) .....	\$ 215
pH (soil) .....	Quote
pH (water) .....	\$ 30
Permeability - Constant Head up to 4" Diameter	\$ 300
Permeability - Constant Head 6" Diameter .....	\$ 400
Permeability - Flexible Wall (ASTM D5084) .....	\$ 325

**EARTHWORK TESTS**

Standard Proctor, 4 point (ASTM D698)	
- 4-inch mold .....	\$ 190
- 6-inch mold .....	\$ 220
Modified Proctor, 4 point (ASTM D1557)	
- 4-inch mold .....	\$ 215
- 6-inch mold .....	\$ 255
California Impact Compaction (Cal 216) .....	\$ 250
Moisture - Density Check Point	
- 4-inch mold .....	\$ 75
- 6-inch mold .....	\$ 100
Rock Correction for above .....	\$ 90
Soil Cement - Moisture/Density (ASTM D558) ..	\$ 275
Index Density and Unit Weight (ASTM D4253)	
Maximum .....	\$ 300
Minimum .....	\$ 90
R-Value (ASTM D2844; Cal 301) .....	\$ 265
Treated Soil .....	\$ 275
Aggregate Base .....	\$ 300
Base with Admixture .....	\$ 320
CBR (One Point) (ASTM D1883) .....	\$ 300
Proctor Compaction w/above CBR .....	Extra
Surcharge for Addition of Admixture .....	\$ 50

**AGGREGATE TESTS**

Percent passing #200 Sieve for Aggregate (ASTM C117) .....	\$ 75
Unit Weight and Voids in Aggregate (ASTM C29, Cal 212) .....	\$ 90
Organic Impurities of Concrete Aggregates (ASTM C40) .....	\$ 50
Sieve Analysis of Coarse Aggregate (ASTM C136, Cal 202) .....	\$ 60
Sieve Analysis of Fine Aggregate (ASTM C136, Cal 202) .....	\$ 100
Specific Gravity & Absorption - Coarse (ASTM C127, Cal 206) .....	\$ 75
Specific Gravity & Absorption - Fine (ASTM C128, Cal 207) .....	\$ 125
Cleanliness Value (ASTM C142, Cal 227) .....	\$ 120
Durability Index - Coarse or Fine (ASTM C3744, Cal 229) .....	\$ 130
Sand Equivalent of Graded Aggregate (ASTM D2419, Cal 217) .....	\$ 90
Percentage of Crushed Particles (ASTM D5821, Cal 205) .....	\$ 90
Moisture Content of Aggregate (ASTM C566) ..	\$ 50

**FUGRO WEST, INC.**  
**2007 FEE SCHEDULE**  
**LABORATORY AND MATERIALS TESTING**



**ASPHALT CONCRETE TESTS**

Stabilometer Value (ASTM D1560, Cal 366) ...	\$ 140
Lab Compacted Unit Weight – Paraffin Coated Each Briquette (ASTM D1188, Cal 308A).....	\$ 110
Unit Weight of Asphalt Cores or Slabs .....	\$ 75
Theoretical Maximum Specific Gravity and Density of Asphalt Mixtures (ASTM D2041) ...	\$ 130
Extraction and Sieve Analysis of Asphalt Mixtures (ASTM D2172 & D5444) .....	\$ 300
Asphalt Content by Ignition (ASTM D6307, CT382) .....	\$ 150

**CONCRETE, MASONRY, AND STEEL TESTS**

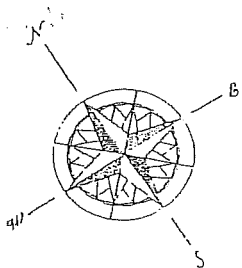
Concrete Compression Each 6 x 12 Cylinder (ASTM C39).....	\$ 25
Hold or Additional Test .....	\$ 25
Cylinder Molds with Lids.....	\$ 6
Compression of Cored Concrete or Masonry Specimen Including End Preparation (ASTM C42).....	\$ 75
Shrinkage of Mortar and Concrete 3 Bars; Site Delivery & Pick Up Extra (ASTM C157)...	\$ 400
Unit Weight of Concrete Cylinders – Air Dry .....	\$ 30
Unit Weight of Concrete Cylinders – Oven Dry..	\$ 40
Shotcrete Panel – Lab Coring & Compression – 3 cores (ASTM C42).....	\$ 325
Grout Prism Compression – each (ASTM C39).	\$ 40
Mortar Cylinder Compression – each (ASTM C39).....	\$ 35
Composite Prism Compression (ASTM E447) - 8x8 .....	Quote
- 8x12 .....	Quote
- 8x16 .....	Quote
CMU/Concrete Block Compression (ASTM C140).....	Quote
Site Pick up – Concrete Specimens - each.....	\$ 10
Site Pick up – Masonry Specimens - each.....	\$ 10
Site Pick up – Shotcrete Panels - each .....	\$ 45
Site Pick up – Composite Prism - each .....	\$ 20
Absorption & Moisture of CMU/Concrete Blocks	\$ 90
Concrete Moisture Emission Test Kil - each [Technician Time Extra].....	\$ 50
Rebar – Tensile and Bend (ASTM A-370) .....	Quote

**MISCELLANEOUS LABORATORY TESTS  
AND CHARGES**

Sample Remold Surcharge .....	\$ 75
Special Processing .....	Hourly Rates
Extrude Tube Sample and Visual Classification	\$ 60
Sample Tube Cutting, each cut .....	\$ 25
Sample Preparation – Non-Routine .....	\$ 95
Steel Drum – 55 Gallon with Lid .....	\$ 75
Gas Powered Generator .....	\$ 75
Shelby Tube with Caps .....	\$ 35
Addition of Soil Admixtures and Curing.....	\$ 85
Capping of Strength Test.....	\$ 35
Weight Analysis of Roofing Materials (ASTM D2829).....	\$ 40
Density of Sprayed on Fireproofing Materials ....	\$ 50
Static Friction Test – Per Surface Location (ASTM C1028) .....	\$ 350
FerroScan Rebar Locator – per half day .....	\$ 110
Coring Equip/Bit Charge – per half day .....	\$ 80
Bit Charge – Difficult Materials – per half day ....	\$ 100
Specimen End Prep – Less than 4" Diameter - per cut.....	\$ 12
– 4" to 8" Diameter - per cut .....	\$ 18
Special Capping of Specimen .....	\$ 35
Patch or Grout Core Hole .....	\$ 35
Photograph of Sample .....	\$ 50
Additional Copies of Photographs .....	Cost + 15%
Local Site Pick up of Bulk or AC Sample – within 30-mile radius, per sample .....	\$ 60

**NOTES:**

- 1) Rates for other tests and test variations can be furnished on request.
- 2) Rates for Asphalt Concrete, Lime/Cement Admixture, and Portland Cement Concrete mix designs and testing can be furnished upon request.
- 3) The following are included at NO CHARGE: visual classification with all strength and volume change tests, natural water content and density with all triaxial compression and volume change tests.
- 4) Rush assignments are subject to a 25% surcharge.
- 5) Testing for contaminated samples (EPA Level C & D) will be invoiced at 1.5 times listed rates.
- 6) Sample shipment or other outside costs at Cost + 15%.



CARDENAS AND ASSOCIATES  
SURVEYING, INC.

February 22, 2007

Flowers and Associates Inc  
500 E. Montecito St.  
Santa Barbara Ca. 93103  
Attn: Eric Flavell

Re: Topographic mapping for Cachuma water treatment plant

Hi Eric:

Thank you for the opportunity to provide a proposal for your project. The following scope and fee is based on preliminary research, site plans, and a conversation with you.

Scope:

I will provide three copies of the topographic map & an AutoCAD 2000 drawing file of the map. The map will show roads, trees, drip lines and any above ground utilities in the area highlighted on the site plans provided for the new water treatment plant site. We will also topo a 350'x350' area around the existing reservoir on the south side of Highway 154.

The topographic mapping will be referenced both horizontally and vertically to the aerial mapping that was prepared by Pacific Western Aerial, so as to merge the maps if needed. If you need easements to be shown I will need an updated title report along with supporting documents. If this proposal is acceptable please send me an e-mail to [jcardenas@casurveying.com](mailto:jcardenas@casurveying.com) or Fax to 966-3271 to confirm and I will send you an agreement form.

With current work loads we should be able to start your project by the 7<sup>th</sup> of March. We will need 14 working days to complete it pending any construction projects that will require attention and or weather delays.

Cost:

Control	12 hours	@	\$ 175.00\hr	2100.00
Topographic Mapping	32 hours	@	\$ 175.00\hr	5600.00
Drahting	16 hours	@	\$ 75.00\hr	1200.00
Project Surveyor	8 hours	@	\$ 100.00\hr	800.00
Principal Surveyor	4 hours	@	\$ 135.00\hr	540.00
Total				<u>\$ 10240.00</u>

Sincerely,  
Cardenas and Associates Surveying, Inc.

Jose Cardenas, President



# Doyle-Morgan Structural Engineering

1900 State Street, Suite K • Santa Barbara, CA 93101

(805) 569-1134 • Fax (805) 569-1554 • doyle.morgan@verizon.net

M

## Engineering Services Proposal

### Project: Cachuma Lake Water System Reservoir Roof Enclosure

Doyle-Morgan Structural Engineering (D-M) is pleased to offer **Flowers & Associates, Inc.**, professional engineering services for structural design of the referenced project.

This proposal is based on: photos and a phone conversation with Eric Flavell on February 27, 2007.

The consultant is a licensed structural engineer and is willing to provide services to the client(s) based on this background.

1. **SCOPE OF SERVICES.** D-M proposes to provide the following:

- Structural design for a new roof enclosure for an existing 110' x 50' in-ground reservoir, and 3 retaining walls (max. ht. of 10 ft.), and foundation for a new 200,000 gallon tank reservoir.
- A full set of stamped and signed CAD (AutoCAD 2006) drawings and structural calculations for submittal to the Building Department. (The Client will provide electronic drawing files).
- Responses to plan check corrections as required by the Building Department.
- Up to 8 hours for site visits, job meetings, and/or shop drawings. Any additional site visits, construction observation, and review of shop drawings will be performed on an hourly basis, in accordance with the fee schedule identified in item 4, below, and is not included in the estimated fee.

Note: This scope of services is based on a conventional foundation system.

2. **TIMING/PROJECT SCHEDULE:** It is anticipated that the proposed project **will** commence on a mutually agreed upon date following receipt of a signed contract.

3. **PROPOSED COST FOR SERVICES:** The scope of services identified above will be provided by D-M on a fixed-fee basis. The fee for the work identified in the scope of services is **\$15,000.00**. This is not inclusive of hourly charges related to site visits and design changes.

The Consultant makes no warranty, expressed or implied, as to the accuracy of this estimate as compared to actual costs which may relate to modifications, clarifications, interpretations, adjustments or changes made to the design, plans and specifications. Such related additional costs will be **billed** in accordance with the rate schedule in effect at the time of services. The 2007 Rate Schedule is as follows:

Structural Engineer: \$160.00/hr • Senior Draftsman: \$90.00/hr • Jr. Draftsman: \$75.00/hr • Clerical: \$45.00/hr •  
Blue prints: \$2.00/sheet • Mylars: \$10.00/sheet

4. **SCHEDULE OF PAYMENTS FOR SERVICES:** The cost for services identified in item 3 above, will be payable as follows:

- D-M will bill the client for the proportionate share of work completed **at** the close of each month.

5. **PROPOSAL EXPIRATION:** This proposal is offered for a period of thirty days and may be revised or rescinded based on new or revised information made available to, or discovered by the consultant subsequent to the date of this offering.

If there are any questions regarding this proposal, please contact me at (805) 569-1134.

Morgan P. Jones, SE

Dated: March 6, 2007

EXHIBIT B

PAYMENT ARRANGEMENTS  
Periodic Compensation

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ 566,822.00.
- B. 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.
- C. 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 and scope of work performed under contract. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.
- D. 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.

## EXHIBIT C

### STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

#### 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 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 the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act 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.

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 non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."*

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.



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
09/30/08

**PRODUCER**  
Dealey, Renton & Associates  
99 S Los Robles Ave Ste 540  
Pasadena, CA 91101  
26 844-3070

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

**INSURED**  
Flowers & Associates, Inc.  
201 North Calle Cesar Chavez, Suite 100  
Santa Barbara, CA 93103

INSURER A: Travelers Property Casualty Co of Am  
INSURER B: Travelers Indemnity Co. of Connectic  
INSURER C: Beazley Insurance Company, Inc.  
INSURER D:  
INSURER E:

**COVERAGES**  
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	6804856L209	09/15/08	09/15/09	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$10,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY	BA5034L642	09/15/08	09/15/09	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				AUTO ONLY - EA ACCIDENT	\$
	OTHER THAN AUTO ONLY: EA ACC	\$				
	AGG	\$				
A	GARAGE LIABILITY	CUP7212Y964	09/15/08	09/15/09	EACH OCCURRENCE	\$4,000,000
	<input type="checkbox"/> ANY AUTO				AGGREGATE	\$4,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				\$	
	<input type="checkbox"/> DEDUCTIBLE				\$	
	<input checked="" type="checkbox"/> RETENTION \$0				\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	UB7093Y805	09/01/08	09/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	E.L. EACH ACCIDENT				\$1,000,000	
	E.L. DISEASE - EA EMPLOYEE				\$1,000,000	
	E.L. DISEASE - POLICY LIMIT				\$1,000,000	
C	OTHER Professional Liability	V15LSU08PNPA	04/28/08	04/28/09	\$1,000,000 per claim \$2,000,000 annl aggr.	

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 RE: W.O.# 0352 Cachuma WTP Project  
 The County of Santa Barbara is named as an additional insured as respects general liability for claims arising from the operations of the named insured.

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED; INSURER LETTER:</b> _____	<b>CANCELLATION</b>
County of Santa Barbara Attn: Juan Beltranena 610 Mission Canyon Road Santa Barbara, CA 93105		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE <i>Mary E. Le</i>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

#### NAME OF PERSON(S) OR ORGANIZATION(S):

County of Santa Barbara;Attn: Juan Beltranena  
610 Mission Canyon Road  
Santa Barbara, CA 93105-0000

#### PROJECT/LOCATION OF COVERED OPERATIONS:

RE: W.O.# 0352 Cachuma WTP Project

### PROVISIONS

A. The following is added to **WHO IS AN INSURED (Section II)**:

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with your work and included within the "products-completed operations hazard."

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
- e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this



## COMMERCIAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

- C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

- D. The following definition is added to **DEFINITIONS (Section V)**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

