

Contract Number : BC-12-133

D1. Fiscal Year : FY11-12 and 12-13
D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) : 054
D3. Requisition Number :
D4. Department Name..... : Flood Control
D5. Contact Person..... : Jon Frye
D6. Phone : 568-3444

K1. Contract Type (check one): [] Personal Service [] Capital Project/Construction
K2. Brief Summary of Contract Description/Purpose : engineering design work for LMC Reach 1B
K3. Original Contract Amount : \$199,219
K4. Contract Begin Date : May 22, 2012
K5. Original Contract End Date..... : October 15, 2013
K6. Amendment History (leave blank if no prior amendments):

<u>Seq#</u>	<u>EffectiveDate</u>	<u>ThisAmndtAmt</u>	<u>CumAmndtTo</u>	<u>DateNewTotalAmt</u>	<u>NewEndDate</u>	<u>Purpose (2-4 words)</u>
	\$	\$	\$			

K7. Department Project Number..... : SC8042
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)..... : N/A
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 ¶¶) :

F1. Encumbrance Transaction Code : 1701
F2. Current Year Encumbrance Amount..... : \$
F3. Fund Number : 2610
F4. Department Number : 054
F5. Division Number (if applicable) : 04
F6. Account Number..... : 8700
F7. Cost Center number (if applicable) :
F8. Payment Terms : Net 30

V1. Vendor Numbers (A=uditor; P=urchasing)..... : A-806815
V2. Payee/Contractor Name..... : Tetra Tech, Inc.
V3. Mailing Address..... : Dept 1654
V4. City State (two-letter) Zip (include +4 if known) : Denver, CO 802911654
V5. Telephone Number : 206-327-0800
V6. Contractor's Federal Tax ID Number (EIN or SSN) :
V7. Contact Person : Aric Torreyson
V8. Workers Comp Insurance Expiration Date..... :
V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) :
V10. Professional License Number..... : #
V11. Verified by (name of County staff)..... :
V12. Company Type (Check one): [] Individual [] Sole Proprietorship [] Partnership [] Corporation

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

Date : Authorized Signature M 4/26/12

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the Santa Barbara County Flood Control and Water Conservation District, a political subdivision of the State of California (hereafter COUNTY) and Tetra Tech Inc. having its principal place of business at 800 West 6th Street, Suite 380, Los Angeles, CA 90017, (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.** Jonathan Frye at phone number (805) 568-3444 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Aric Torreyson at phone number (206) 327-0800 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

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

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

To CONTRACTOR: Aric Torreyson, Tetra Tech, Inc., 800 West 6th Street, Suite 380, Los Angeles, CA 90017

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 May 22, 2012 and end performance upon completion, but no later than October 15, 2013 unless otherwise directed by COUNTY or unless earlier terminated.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **TERMINATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SANTA BARBARA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**


By: _____
Chair, Board of Directors

Date: _____

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

By: _____
Deputy

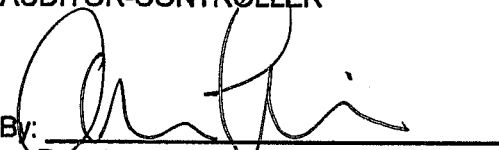
CONTRACTOR
Tetra Tech, Inc.

By: 
Title: Program Manager

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

By: 
Deputy County Counsel

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

By: 
Deputy
Deputy Auditor-Controller
Gregory Eric Levin
Advanced and Specialty Accounting

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

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

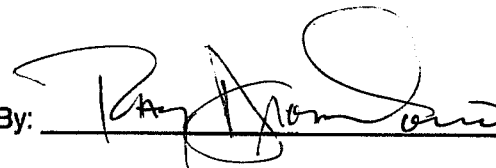
By: 

EXHIBIT A
STATEMENT OF WORK



TETRA TECH, INC.

April 11, 2012

Jon Frye
Santa Barbara County Flood Control & Water Conservation District
123 East Anapamu Street
Santa Barbara, CA 93101
Phone: 805-568-3440
Fax: 805-568-3434

Reference: Lower Mission Creek Reach 1B PS&E

Dear Mr. Frye:

Tetra Tech, Inc. is pleased to submit the enclosed Time and Materials (T&M) proposal for the Lower Mission Creek Channel Improvements from the Mason Street to Yanonali Street, Reach 1B. Our team includes professional staff for all disciplines required to complete this project. Our team also includes staff that has been extensively involved in the design and analysis that has taken place to date on the Lower Mission Creek and other USACE projects. The structural work will be led by Cho Design Assoc. (CDA) with geotechnical support from Bengal Engineering.

The Tetra Tech team has specific knowledge of Lower Mission Creek, which uniquely qualifies us to design this project. Tetra Tech is currently under contract with the USACE to perform the final PS&E for the Lower Mission Creek from Mason Street to Castillo Street and is extremely familiar with the expected project issues. Tetra Tech is completing the 60% PS&E for the above mentioned segment and would be able to hit the ground running.

Tetra Tech is excited to have the opportunity to work with Santa Barbara County Flood Control & Water Conservation District on this project. We have a proven record of success on flood control projects with various state and local governments, the U.S Army Corps of Engineers, and the Federal Emergency Management Agency (FEMA). This experience will prove pivotal in the successful completion of this project.

Thank you for the opportunity to provide this proposal. If you have any questions regarding this submittal or require additional information, I may be reached at 213-327-0800, X 106 or by email at aric.torreyson@tetratech.com.

Sincerely,

Aric M. Torreyson, P.E.
Program Manager



TETRA TECH, INC.

Name and Address of Offeror: TETRA TECH INC.
800 West 6th Street Suite 380
Los Angeles, CA 90017

Point(s) of Contact: Aric Torreyson (Program Manager)
Aric.Torreyson@tetratech.com, 213-327-0800, X106

Erin Walton (Contract Administration)
erin.walton@tetratech.com; 206-852-7501

Type of Contract Action: New Contract

Proposed cost:	\$197,324
ODCs	\$1,895
Total:	\$199,219

Actual costs will be based on actual hours spent, with a not-to-exceed total amount of **\$199,219**

Government Property Use: At this time TETRA TECH does not anticipate the use of Government Property



TETRA TECH, INC.

Hourly Fee Breakdown

Lower Mission Creek Improvements										
TASKS	\$228.00	\$187.00	\$159.50	\$170.00	\$155.00	\$124.50	\$159.50	\$228.00	\$93.50	COST
	HOURS									
	PM	PE	CE	SE	GE	CAD	Spec Wtrr	QA/QC Eng	Wrdr Prcr	
A. Project Initiation and Management										
1.1 Data Collection and Review	2	4	4	0	0	0	0	0	0	\$1,842
1.2 Meetings and Coordination	60	12	0	12	0	0	0	0	0	\$17,964
	62	16	4	12	0	0	0	0	0	\$19,806
B. Misc Project Support										
2.1 Misc Project Support	4	12	12	0	0	0	0	0	0	\$5,070
2.2 Right-of-Way Support and Exhibits	8	12	40	12	0	40	0	0	0	\$17,468
	12	24	52	12	0	40	0	0	0	\$22,538
B. Structural Analysis										
3.1 Wall Type Selection Memorandum	2	8	0	24	10	0	0	2	0	\$8,038
3.2 Geotechnical Memorandum and Coordination	2	0	8	4	60	0	0	4	0	\$12,624
3.3 Structural Analysis and Calculations	2	0	12	160	8	0	0	24	0	\$36,282
	6	8	20	188	78	0	0	30	0	\$56,944
C. Reach 1B Improvements PS&E										
4.1 60% Plans & Cost Estimate	2	4	12	24	0	40	16	8	8	\$17,302
4.2 90% Plans	2	16	40	24	0	90	0	12	8	\$28,597
4.3 90% Specs & Cost Estimate	2	2	20	8	0	0	32	12	4	\$13,594
4.4 100% Plans	2	8	40	16	0	40	0	4	4	\$17,318
4.5 100% Specs & Cost Estimate	2	2	12	4	0	0	16	6	2	\$7,531
4.6 Final 100% Plans	2	8	20	4	0	20	0	2	2	\$8,955
4.7 Final 100% Specs & Cost Estimate	2	4	8	2	0	0	8	2	2	\$4,739
	14	44	152	82	0	190	72	48	30	\$98,036
TOTAL	94	92	228	294	78	230	72	76	30	\$197,324

Other Direct Cost Fee Breakdown

ITEM	NUMBER	UNIT COST	COST
Travel Costs			
Mileage (200 MI RT)	1600	\$ 0.65	\$1,040
Total Travel Costs			\$1,040
Reproduction and Mailing			
8.5X11 BW - copies 250x4	2,000	\$0.20	\$400
11X17 BW - copies (inc. folding) - 18x12	216	\$0.50	\$108
8.5 x 11 Color Copies	40	\$2.00	\$80
11x17 Color Copies (incl folding)		\$3.00	\$0
Color covers - copies	6	\$10.00	\$60
24X36 Plansheets - 18X1	24	\$3.00	\$72
Report binding - number of reports	12	\$5.00	\$60
CD	1	\$15.00	\$15
Mailing/delivery - submittals	2	\$30.00	\$60
Total costs for Reproduction and Mailing			\$855
Total ODC's			\$1,895



TETRA TECH, INC.

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2 SCOPE OF WORK.....6
3 SCHEDULE.....10



1 PROJECT OVERVIEW

The U.S. Army Corps of Engineers' Lower Mission Creek project is located in the City of Santa Barbara. The Santa Barbara County Flood Control and Water Conservation District (SBCFC&WCD) and the City of Santa Barbara are the local sponsors. The Lower Mission Creek project extends from the Pacific Ocean upstream approximately 1.3 miles to Canon Perdido Street. The "Caltrans" concrete channel segment, upstream of Canon Perdido Street, is currently being considered by the City of Santa Barbara for fish passage improvements to assist in the migration of Steelhead Trout (Mission Creek is considered critical habitat). This future project in conjunction with the proposed Lower Mission Creek improvements will assist in improving the migration of the Steelhead Trout.

The Corps' Lower Mission Creek project consists of channel improvements along the creek, including but not limited to widening and streamlining the channel bed, installing a culvert that bypasses the oxbow at the 101 freeway, stabilizing creek banks using riprap side slope and short vertical walls, and planting of native vegetation along with riprap. The creek width will range from 60 to 70 feet at the top and include structural features to mitigate and/or minimize impacts to the biological resources.

Santa Barbara County Flood Control has requested Tetra Tech to submit a proposal to design the reach of the Mission Creek Channel from Mason Street to Yanonali Street, Reach 1B. This reach is a design gap between the recently constructed Reach 1A and the "bypass culvert" extension (reach 2A). The proposed improvements will generally consist of 600 lf of channel walls, channel grading, fish bypass improvements, and coordination with the City of Santa Barbara bridge consultants, local property owners and resource agencies. Tetra Tech and its sub consultants will perform all the required civil, structural, and geotechnical engineering to provide 100% PS&E for the construction of this facility. The engineering will generally consist of site design, right-of-way support, storm drain improvements, Structural design (including structural analysis and design for the secant and/or soldier pile system), Bypass Culvert extension options and additional geotechnical investigations. At this time the survey and R/W mapping, landscaping plans, and dry utility design have already been or will be performed by others. The Lower Mission Creek DDR as prepared for the USACE will be used as a design guideline.

2 SCOPE OF WORK

Tetra Tech has extensive experience in performing large flood control projects with various state and local governments, and other federal agencies. We will use this expertise to effectively research all relevant data, analyze and identify the issues, and determine the most practical and cost effective solutions. The goal of this project is to provide complete 100% PS&E construction plans for the construction of the Lower Mission Creek Channel Improvements from the Masson Street to Yanonali Street.

The following proposed scope of work provides additional detail on our plan to accomplish the work. Our plan consists of the following tasks:

Task 1 – Project Initiation and Project Management

The project team will research, obtain and review all relevant project information in preparation for the project kickoff meeting. The Project Initiation task will contain the following items, as a minimum:



1. Data collection and review of available government provided items, available public records, relevant reports and studies and coordination with agency staff.
2. Kick off meeting via conference call.
3. A review meeting at the 60%, 90% and draft 100% PS&E submittal to resolve and review comments.
4. A project schedule covering the scope of work and deliverables. Important milestones and review meetings will be identified and scheduled in advance. The project schedule will be updated and maintained throughout the duration of the project.
5. Project Management and coordination for the duration of the project.

Task 2 –Miscellaneous Project Support

Tetra Tech will provide project support to SBCFC&WCD on an as needed basis. Project support will include right-of-way support, exhibit preparation for property modification and alternatives, Cost alternatives, and other project related request.

Task3 - Structural Analysis

The project team will perform the required Structural analysis and calculations based upon the design recommendations and approach outlined in the USACE Lower Mission Creek DDR. Analysis and calculations will be to provide to support the design of the recommended wall type and a divider wall on both sides of the channel in the Lower Mission Creek Channel in the City of Santa Barbara.

3.1 Wall Type Selection

This task includes a cost and construction comparison between the two primary channel wall types. The project team will review construction cost and methods associated with the Secant Pile wall and Soldier Pile wall and configurations. Consideration for the environmental and additional right-of-way impacts with both wall types will be compared and a recommendation provided to SBCFC&WCD. The selected wall type will be utilized and designed as part of the final improvement plans.

3.2 Geotechnical Memorandum and Coordination

The project team will provide a geotechnical memorandum in support of the design changes from the USACE 60% design. Additional design information and coordination will be provided for design of the secant pile/soldier pile retaining system. The geotechnical memorandum will be in accordance with the USACE lower Mission Creek DDR and USACE guidance.

3.3 Structural Analysis and Calculations

Utilizing the USACE Lower Mission Creek DDR, the Geotechnical Memorandum and wall type selection, the project team will perform the structural calculations and analysis for Reach 1B of the Lower Mission Creek Project. Extensive coordination with the City of Santa Barbara bridge teams (Mason and



Chapala) will be performed. Structural calculations will be performed based upon USACE engineering manuals and the Lower Mission Creek DDR.

Task 4 –Reach 1B Construction Drawings, Specifications, and Probable Construction Cost Estimate

Tetra Tech will prepare all plans using AutoCAD Civil 3D 2009 for the design and construction drawings. SBCFC&WCD to provide additional survey and Right-of-way mapping for the project design. Landscape plans to be provided by SBCFC&WCD. The following describes the specific drawings and maps included in this task.

4.1 60% Plans, Specification, and Probable Construction Cost Estimate

This task includes delivering the 60% Plans to the SBCFC&WCD for review and comments. The 1" = 20' horizontal and 1" = 4' vertical scaled plans will be prepared to include plan, profile, typical sections and limited details of the proposed construction items. Tetra Tech will work with the City of Santa Barbara's bridge consultant to make sure the upstream and downstream connection points are correct. The project team will utilize the 60% USACE plans as a base and update them to SBCFC&WCD format.

The information obtained along with other important design information/calculations will be included in a Design Documentation Memorandum (DDM). The DDM will document the technical basis for the design and include plates, texts, design analysis, cost estimates, and appendices.

The 60% plans will show the topographic and APN map as provided by the USACE Lower Mission Creek project, supplemented by the surveyed sections as needed (to be performed by SBCFC&WCD), existing utilities, plan and profiles for the proposed channel improvements, and storm drain relocations will be identified. Structural and civil design parameters and criteria will be determined for the project with the 60% Plan. The design levels will include construction footprints and necessary construction access and will also include material types. Additional review of bypass culvert extension alternatives for 134 Chapala will be reviewed and design as appropriate.

The following sheets are anticipated for the 60% conceptual plans and will include:

<u>Description</u>	<u>No. of Sheets</u>
Title Sheet	1
General Notes/Estimate of Quantities	3
Right of Ways	1
Channel Plans and Profiles (1" = 20')	2
Grading Plans	2
Storm Drain	1
Typical Sections	2
Structural Plans	6
Miscellaneous Details	6
Total	24

A set of construction specifications, including materials, will be prepared. The specifications will be prepared using an agreed upon format as approved by the SBCFC&WCD. Quantity takeoff will be performed for the estimate of the probable construction costs.



A review meeting will be conducted for resolving written review comments and resolving any issues that may have arisen during the review process of the 60% submittal.

4.2 90% Plans, Specifications, and Probable Construction Cost Estimate (PS&E)

This task includes performing engineering and structural analyses in order to develop the 60% Plans into the 90% PS&E. All agreed upon revisions from the 60% Plans review will be incorporated into the 90% PS&E.

A review meeting will be conducted for resolving written review comments and resolving any issues that may have arisen during the review process.

4.3 Draft 100% Plans, Specifications, and Probable Construction Cost Estimate (PS&E)

This task includes performing engineering and structural analyses in order to develop the 90% PS&E into the draft 100% PS&E. All agreed upon revisions from the 90% PS&E review will be incorporated into the 100% PS&E.

A review meeting will be conducted for resolving written review comments and resolving any issues that may have arisen during the review process.

4.4 Final 100% Plans, Specifications, and Probable Construction Cost Estimate (PS&E)

This task includes performing engineering and structural analyses in order to develop the draft 100% PS&E into the final 100% PS&E. All agreed upon revisions from the draft 100% PS&E review will be incorporated into the final 100% PS&E.

DELIVERABLES

The following deliverables will be provided as outlined in:

Task 1 - Project Initiation

- A. Project Schedule(digital submission)
- B. Meeting Minutes

Task 2 – Miscellaneous Project Support

- A. Calculations and Exhibits as required (Appendix to DDM)

Task 3 - Structural Analysis, Calculations, and Design

- A. Wall type selection memorandum
- B. Structural Design Memorandum, Calculations and Exhibits (Appendix to DDM)
- C. Geotechnical Memorandum (Appendix to DDM)

Task 4 - Construction Plans, Specifications, and Probable Construction Cost Estimate



TETRA TECH, INC.

- A. Design Documentation Memorandum for 60% and 90% -----3, email
- B. Plans for 60%, 90%, and Draft 100% (11" x 17") -----3, email
- C. Specification for 60%, 90%, and Draft 100%-----3, email
- D. Probable Construction Cost for 90%, and Draft 100%-----3, email
- E. Plans, Specs and Probable Construction Cost for Final 100%----- 1 full size
1 CD

3 SCHEDULE

The schedule included on the following page is a draft schedule subject to finalizing based on discussion of needs with SBCFC&WCD. However, a 28-day period is assigned to all reviews, per SBCFC&WCD's instruction.



TETRA TECH, INC.

Project Schedule

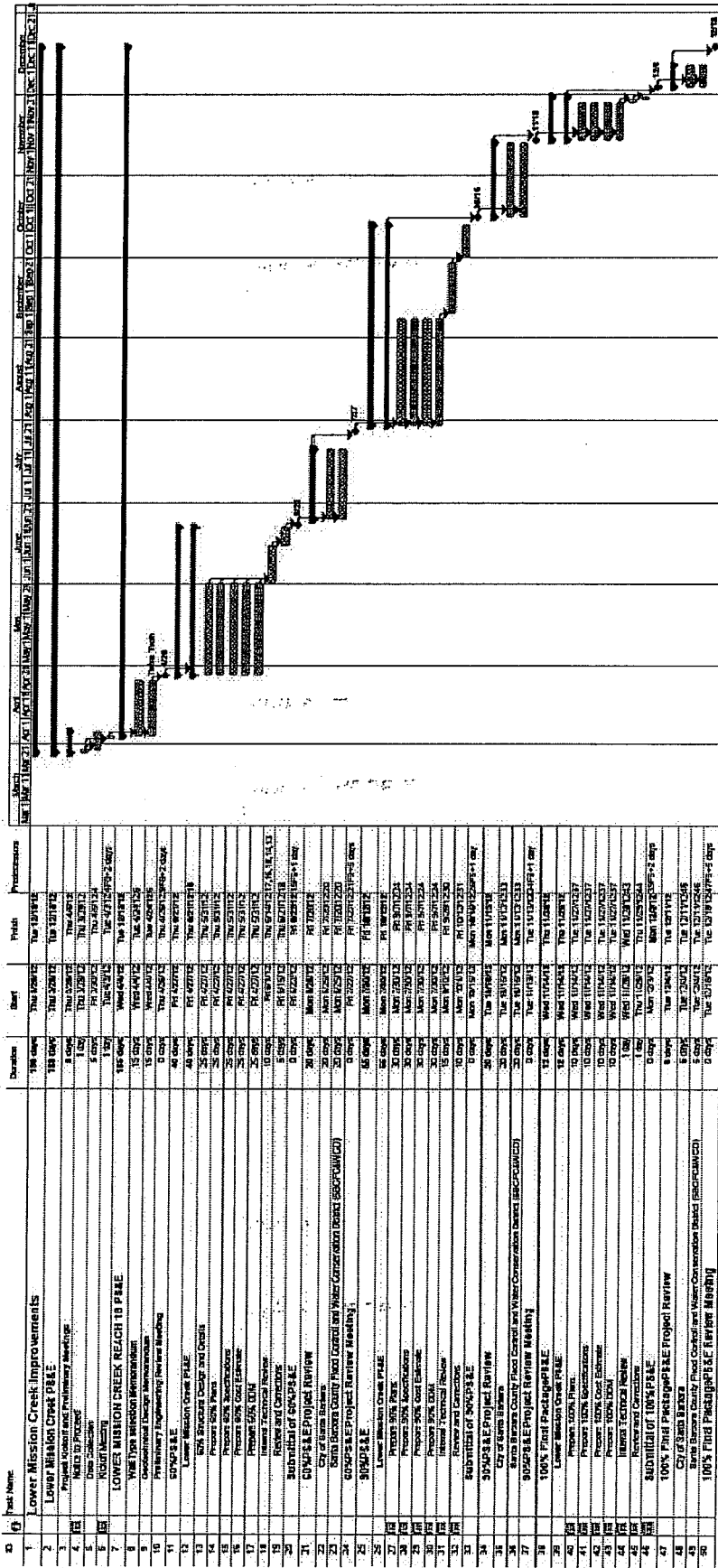


EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **199,219**.
- B. Extra Work required to complete the project may be authorized only if CONTRACTOR receives written approval by the COUNTY's designated representative as identified in Paragraph 1 of the Agreement at the same rate per unit as defined in **Attachment B1**. The total amount of this contingency fund is 10% of the agreement amount or **\$19,921.90**.
- C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- D. **Monthly**, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.
- E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.



TETRA TECH, INC.

**2012
HOURLY CHARGE RATE AND
EXPENSE REIMBURSEMENT SCHEDULE**

Professional

Engineering Intern/Technician.....	\$ 67.50
Designer/CAD Operator/Engineer I	\$ 124.50
Engineer II and III/Senior Designer	\$ 139.00
Biologist.....	\$ 139.00
Planner	\$ 139.00
Staff Engineer	\$ 149.00
Geotechnical Engineer.....	\$ 155.00
Senior Engineer/Landscape Architect.....	\$ 159.50
Structural Engineer	\$ 170.00
Project Engineer/Project Coordinator	\$ 187.00
Senior Planner.....	\$ 194.00
Senior Scientist.....	\$ 194.00
Project Manager/Sr. Project Coordinator...	\$ 207.00
Senior Project Manager	\$ 228.00
Program Director/Project Director.....	\$ 276.00

Administrative

Administrative Clerk	\$ 75.00
Word Processor/Admin. Support	\$ 93.50
Graphic Designer	\$ 131.00

Reproduction, special photography, postage, delivery services, express mail, out-of-area telephone calls, printing and any other services performed by subcontractor, will be billed at cost plus 15%.

Reimbursable In-House Costs

Photo Copies (B&W 8.5"x11")	\$ 0.20/Each	Large Format Plotting - Bond	\$ 0.50/S.F.
Photo Copies (B&W 11"x17")	\$ 0.50/Each	Large Format Plotting - Vellum.....	\$ 0.75/S.F.
Color Copies (up to 8.5"x11")	\$ 2.00/Each	Large Format Plotting - Mylar	\$ 1.75/S.F.
Color Copies (to 11"x17").....	\$ 3.00/Each	Computer Time	\$ 2.50/Hour
Compact Disks.....	\$10.00/Each	Mileage	\$ 0.65/Mile

Forensic Engineer	\$300.00
Court Appearances, Expert Witness Testimony, Depositions, and Preparation for Testimony	\$450.00*

*Minimum \$1,800.00 for half day plus expenses.

NOTE: All rates are effective to September 30, 2012. There will be a negotiated increase in rates, 5% minimum per year, for contracts extending beyond September 30, 2012.

EXHIBIT C

for contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Design 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 Design Professional Services:

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

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

INSURANCE

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are 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 [above] of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

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

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

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

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

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

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

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

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

---- INTENTIONALLY OMITTED ----

**REMOVED
March 1, 2004**

THIS AGREEMENT DOES NOT INCLUDE EXHIBIT D