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BOARD OF SUPERVISORS

COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

Tuesday, December 12, 2006

PRESENT: Supervisors Harry L. Ovitt, Shirley Bianchi, Jerry Lenthall, James R. Patterson and
Chairperson K.H. 'Katcho' Achadjian

ABSENT: None

In the matter of agreements with Crawford, Multari and Clark and Carollo Engineering regarding the community wastewater project in Los Osos:

Agreements (Clerk's File) with: 1) Crawford, Multari and Clark for environmental consulting services; and 2) Carollo Engineering for engineering and water resource consulting for development of a community wastewater project for Los Osos; 2nd District, are presented.

Mr. Paavo Ogren: Public Works, addresses the concerns raised by the public today; states the Department is following the Board's direction of June 19, 2006 and the Board's wishes for diversity on the Technical Advisory Committee (TAC); speaks to the date and time of the town hall meeting; comments on the vast technical knowledge of Mr. Buel and Crawford, Multari and Clark regarding the sewer project; states Mr. Mark Hutchinson, Environmental Division Manager, will be the person responsible for quality control of the environmental documents for the project; highlights the work and the benefit to the County by using Mr. Lou Carollo.

Supervisor Patterson: questions if the TAC meeting is open to the public, with Mr. Ogren responding they are.

Supervisor Ovitt: clarifies the consultant is not being hired for just one specific project.

Supervisor Bianchi: questions the TAC selection process, with Mr. Ogren responding.

Chairperson Achadjian: comments on recent election results relating to the re-election of certain LOCSD Board members; expresses his concern with the sensitivity of the project; states he wants the 218 Election to be successful and is concerned if hiring this consultant will have a negative impact on the results.

Mr. Ogren: reminds the Board that the County is the lead agency not Mr. Clark; states they are looking for a balanced approach to the project.

Mr. David Edge: County Administrative Officer, states the County is required to react to the project; states the 218 Election will determine the location of the sewer site; this process does not allow the County to impose a project on the citizens of Los Osos.

Mr. Noel King: Public Works Director, speaks to his attendance at the recent LOCSD meeting; comments on the number of emails the Department receives regarding Los Osos; states the suggested appointments to the TAC is to create a diverse Board; hopes the community won't try to micro manage the project.

Supervisor Bianchi: comments on Mr. Hutchinson's past work experience; states the County can not enter into an interagency agreement with the LOCSD; speaks to the rumor mill in a small community; encourages people to not respond to rumor but to react to documentation.

Thereafter, on motion of Supervisor Shirley Bianchi, seconded by Supervisor Jerry Lenthall, and on the following roll call vote:

AYES: Supervisors: Shirley Bianchi, Jerry Lenthall, Harry L. Ovitt, James R. Patterson,
Chairperson K.H. 'Katcho' Achadjian

NOES: None

the Board approves, for the Los Osos Wastewater project, the following: 1) the agreement for environmental consulting services with Crawford, Multari and Clark for Environmental Consulting with an amount not to exceed \$150,000; and 2) the agreement for engineering and water resource consulting services with Carollo Engineering with an amount not to exceed \$849,498 and directs the Chairperson to sign both agreements.

STATE OF CALIFORNIA)
) ss.
County of San Luis Obispo)

WITNESS my hand and the seal of the said Board of Supervisors, affixed this 10th day of January, 2007.

JULIE L. RODEWALD
County Clerk and Ex-Officio Clerk of the Board of Supervisors

Deputy Clerk

**AGREEMENT FOR
ENVIRONMENTAL CONSULTING SERVICES
FOR THE LOS OSOS WASTE WATER PROJECT
ALTERNATIVES ANALYSIS**

THIS AGREEMENT, entered into this 12th day of December, 2006, by and between the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, herein called "COUNTY," and Crawford, Multari and Starr, a California Corporation, dba Crawford, Multari and Clark Associates, A Corporation whose address is 641 Higuera Street Suite 302, San Luis Obispo, CA 93401, herein called 'CONSULTANT.'

The COUNTY department responsible for administering this AGREEMENT is the Department of Public Works, and all written communications hereunder with the COUNTY shall be addressed to the Director of Public Works.

WHEREAS, the County of San Luis Obispo has need for special services and advice with respect to the work described herein; and

WHEREAS, Consultant warrants that it is specially trained, experienced, expert and competent to perform such special services;

NOW, THEREFORE, IT IS AGREED by the parties hereto as follows:

1. **Scope of Work.** CONSULTANT shall, at its own cost and expense, provide all the services, equipment and materials necessary to complete the work described in Exhibit A, which is attached hereto and incorporated herein by this reference. All work shall be performed to the highest professional standard.

2. **Time for Completion of Work.** No work shall be commenced prior to CONSULTANT'S receipt of the COUNTY'S Notice to Proceed. All work shall be completed no later than January 1, 2008, provided, however, that extensions of time may be granted in writing by the Director of Public Works of San Luis Obispo County, which said extensions of

time, if any, shall be granted only for reasons attributable to inclement weather, acts of God, or for other cause determined in the sole discretion of the Director of Public Works of San Luis Obispo County to be good and sufficient cause for such extensions.

3. Payment for Services:

a. **Compensation.** COUNTY shall pay to CONSULTANT as compensation in full for all work required by this Agreement a sum not to exceed the total Agreement amount of \$135,000.00. CONSULTANT'S compensation shall be based on actual services performed and costs incurred at the rates set forth for each task in the CONSULTANT'S Cost Proposal attached hereto as Exhibit B, and incorporated herein by this reference. Progress payments will be made as set forth below based on compensable services provided and allowable costs incurred pursuant to this Agreement.

b. **Reports and Billing Invoices:** CONSULTANT shall submit to the COUNTY, on a monthly basis, a detailed statement of services performed and work accomplished during that preceding period, including the number of hours of work performed and the personnel involved. Billing invoices shall be based upon the CONSULTANT'S cost proposal attached hereto as Exhibit B. For the purpose of timely processing of invoices, the CONSULTANT'S invoices are not regarded as received until the monthly report is submitted. Any anticipated problems in performing any future work shall be noted in the monthly reports. The CONSULTANT shall also promptly notify the COUNTY of any perceived need for a change in the scope of work or services.

4. Accounting Records:

a. CONSULTANT shall maintain accounting records in accordance with generally accepted accounting principles. The CONSULTANT shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement. The CONSULTANT shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal and payroll journal.

b. CONSULTANT shall record costs in a cost accounting system which clearly identifies the source of all costs. Agreement costs shall not be co-mingled with

other project costs, but shall be directly traceable to contract billings to the COUNTY. The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to the CONSULTANT'S cost accounting records.

c. All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. CONSULTANT shall safeguard the accounting records and supporting documentation.

d. CONSULTANT shall make accounting records and supporting documentation available on demand to the COUNTY and its designated auditor for inspection and audit. Disallowed costs shall be repaid to the COUNTY. The COUNTY may require having the CONSULTANT'S accounting records audited, at CONSULTANT'S expense, by an accountant licensed by the State of California. The audit shall be presented to the County Auditor-Controller within thirty (30) days after completion of the audit.

5. **Contingency Fund for Changes in Scope of Service.** No change in the character or extent of the work to be performed by CONSULTANT shall be made except through a signed written amendment to this Agreement. The amendment shall set forth the proposed changes in work, adjustment of time, and adjustment of the sum to be paid by COUNTY to CONSULTANT, if any. A contingency fund of \$15,000.00 is hereby created to address such changes to the scope of services and/or completion date. The COUNTY'S Board of Supervisors hereby delegates to the Director of Public Works and Transportation the authority to sign amendments to this Agreement that make reasonable modifications to the time of performance or the scope of services, provided that all such amendments do not cumulatively exceed the contingency fund. Any other amendments must be approved by the Board. These additional funds are intended to provide the COUNTY with flexibility to respond to unanticipated events or conditions, and the CONSULTANT has no right to make any claim against these funds except as so expressly provided in a written amendment to this Agreement.

6. **Non-Assignment of Agreement.** Inasmuch as this Agreement is intended to secure the specialized services of the CONSULTANT, CONSULTANT may not assign, transfer, delegate or sublet any interest herein without the prior written consent of COUNTY and any such assignment, transfer, delegation, or sublease without the County's prior written consent shall be considered null and void.

7. **Insurance.** CONSULTANT shall procure the following required insurance coverages at its sole cost and expense and maintain in full force and effect for the period covered by this Agreement such insurance. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A VI and are admitted insurance companies in the State of California, or (2) insurers of equivalent documented quality which the County Risk Manager has approved in writing.

a. Professional Liability Insurance: CONSULTANT shall maintain in full force and effect during the entire term of this Agreement, professional liability "errors and omissions" insurance with limits of liability of not less than \$2,000,000.00 per claim and \$2,000,000.00 in aggregate to cover all services rendered by CONSULTANT pursuant to this Agreement.

If coverage is on Claims Made basis, CONSULTANT promises to maintain such coverage for four (4) years following completion of construction of project designed hereunder.

b. Commercial General Liability (CGL): CONSULTANT shall maintain in full force and effect, for the period covered by this Agreement, Commercial General Liability insurance including the following coverages:

1. Personal Injury and Bodily Injury, including death resulting therefrom.
2. Property Damage.
3. Automobile coverage which shall include owned, non-owned and hired vehicles.

The amount of insurance shall not be less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, property damage, and automobile coverage in the total amount of \$2,000,000.00.

The following endorsements must be provided in the CGL policy:

1. If the insurance policy covers an "accident" basis, it must be changed to "occurrence".
2. The policy must cover personal injury as well as bodily injury.
3. Blanket contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.
4. Broad Form Property Damage Liability must be afforded.
5. Products and Completed Operations coverage must be provided.
6. The County of San Luis Obispo, its officers, employees and agents shall be named as additional insured under the policy. The policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the COUNTY, whether commercial or self-insurance will be called upon to contribute to a loss hereunder. Nothing contained in this Agreement shall be construed to require CONSULTANT'S insurance to indemnify COUNTY in contravention of Insurance Code 11580.04.

c. Workers' Compensation Insurance: In accordance with the provision of Labor Code Section 3700, CONSULTANT, if CONSULTANT has any employees, is required to be insured against liability for Workers' Compensation or to undertake self-insurance. CONSULTANT agrees to comply with such provisions before commencing the performance of the work of this Agreement.

d. The following requirements apply to all insurance to be provided by CONSULTANT:

1. A certificate of insurance shall be furnished to COUNTY prior to commencement of work. Upon request by the COUNTY, CONSULTANT shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.
2. Certificates and policies shall state that the policies not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to COUNTY.

3. Approval of the insurance shall not relieve or decrease the extent to which the CONSULTANT may be held responsible for payment of damages resulting from CONSULTANT'S services or operations pursuant to this Agreement.

8. **Indemnification.** ENGINEER shall defend, indemnify and hold harmless the COUNTY and its principals, directors, officers and employees from and against claims, loss, liability, suits and damages, including attorney's fees, to the extent caused by the ENGINEER's negligent acts, errors or omissions, or willful misconduct. In the event that both COUNTY's and ENGINEER's wrongful act or lawful responsibility are the proximate cause of any liability or damages, each party shall be liable for a portion of the damages and claim costs resulting therefrom equal to such party's comparative share of the total negligence or lawful responsibility for such damages and claim costs.

9. **Insurance and Indemnification as Material Provisions.** The parties expressly agree that the indemnification and insurance clauses in this Agreement are an integral part of the performance exchanged in this Agreement. The compensation stated in this Agreement includes compensation for the risks transferred to CONSULTANT by the indemnification and insurance clauses.

10. **CONSULTANT'S Endorsement on Reports, etc.** CONSULTANT shall endorse all reports, maps, plans, documents, materials and other data in accordance with applicable provisions of the laws of the State of California.

11. **Documents, Information and Materials Ownership.** All documents, information and materials of any and every type prepared by the CONSULTANT pursuant to this Agreement shall be the property of the COUNTY. Such documents shall include but not be limited to data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONSULTANT in performing work under this Agreement, whether completed or in process. The CONSULTANT shall assume no responsibility for the unintended use by others of any such documents, information, or materials on project(s) which are not related to the scope of services described under this Agreement.

12. **Termination of Agreement Without Cause.** COUNTY may terminate this Agreement at any time by giving the CONSULTANT 20 days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for services satisfactorily rendered prior to the effective date of said termination, CONSULTANT shall be entitled to no further compensation or payment of any type from the COUNTY.

13. **Termination of Agreement for Cause.** If CONSULTANT fails to perform CONSULTANT'S duties to the satisfaction of the COUNTY, or if CONSULTANT fails to fulfill in a timely and professional manner CONSULTANT'S obligations under this Agreement or if CONSULTANT shall violate any of the terms or provisions of this Agreement or if CONSULTANT, CONSULTANT'S agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the COUNTY, then COUNTY shall have the right to terminate this Agreement effective immediately upon the COUNTY giving written notice thereof to the CONSULTANT. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. CONSULTANT shall be paid for all work satisfactorily completed prior to the effective date of such termination. If COUNTY'S termination of the Agreement for cause is defective for any reason, including but not limited to COUNTY'S reliance on erroneous facts concerning CONSULTANT'S performance, or any defect in notice thereof, this Agreement shall automatically terminate without cause on the twentieth day following the COUNTY'S written notice of termination for cause to the CONSULTANT, and the COUNTY'S maximum liability shall not exceed the amount payable to CONSULTANT under paragraph 12 above.

14. **Compliance with Laws:** CONSULTANT shall comply with all Federal, State, and local laws and ordinances that are applicable to the performance of the work of this Agreement.

15. **Covenant Against Contingent Fees:** CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percent, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

16. **Nondiscrimination:** CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

17. **Disputes & Claims:**

a. **Notice of Potential Claim.** The CONSULTANT shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the COUNTY, or for the happening of any event, thing, occurrence, or other cause, unless CONSULTANT has provided the COUNTY with timely written Notice of Potential Claim as hereinafter specified. The written Notice of Potential Claim shall set forth the reasons for which the ENGINEER believes additional compensation will or may be due, the nature of the cost involved, and, insofar as possible, the amount of the potential claim. The said notice as above required must have been given to the COUNTY prior to the time that the CONSULTANT shall have performed the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the COUNTY, or in all other cases within 15 days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim. It is the intention of this paragraph that differences between the parties relating to this Agreement be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled, if possible, or other

appropriate action promptly taken. The CONSULTANT hereby agrees that it shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing, or occurrence for which no written Notice of Potential Claim as herein required was filed with the COUNTY Director of Public Works.

b. Processing of Actual Claim. In addition to the above requirements for Notice of Potential Claim, a detailed, Notice of Actual Claim must be submitted in writing to the COUNTY on or before the date of final payment under this Agreement. All such claims shall be governed by the procedures set forth in section 20104.2 and 20104.4 of the Public Contract Code, except that the word "claim" as used in said sections shall be construed as referring to any claim relating to this Agreement. The CONSULTANT shall not be entitled to any additional compensation unless CONSULTANT has (1) provided the COUNTY with a timely written Notice of Actual Claim and (2) followed the procedures set forth in Public Contract Code section 20104.2 and 20104.4.

c. Claim is No Excuse. Neither the filing of a Notice of Potential Claim or of a Notice of Actual Claim, nor the pendency of a dispute or claim, nor its consideration by the COUNTY, shall excuse the CONSULTANT from full and timely performance in accordance with the terms of this Agreement.

18. **CONSULTANT is an Independent Contractor.** It is expressly understood that in the performance of the services herein provided, CONSULTANT shall be, and is, an independent contractor, and is not an agent or employee of COUNTY. CONSULTANT has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons assisting CONSULTANT in the performance of the services rendered hereunder. CONSULTANT shall be solely responsible for all matters relating to the payment of his employees, including compliance with Social Security, withholding, and all other regulations governing such matters.

19. **Entire Agreement and Modification.** This Agreement constitutes the entire understanding of the parties hereto. CONSULTANT shall be entitled to no other compensation and/or benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Any changes

increasing CONSULTANT'S compensation and/or benefits must be approved by the COUNTY'S Board of Supervisors; any other changes may be signed by the County Director of Public Works on behalf of the COUNTY. CONSULTANT specifically acknowledges that in entering into and executing this Agreement, CONSULTANT relies solely upon the provisions contained in this Agreement and no others.

20. **Enforceability.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

21. **Warranty of CONSULTANT.** CONSULTANT warrants that CONSULTANT and each of the personnel employed or otherwise retained by CONSULTANT for work under this Agreement are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

22. **Subcontractors**

a. Other than work designated in Exhibits A and B to be performed by other persons, the CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the COUNTY.

b. Any subcontract entered into by CONSULTANT relating to this Agreement shall contain all the provisions contained in this Agreement.

c. Any substitution of subcontractors must be approved in writing by the COUNTY in advance of assigning work to a substitute subcontractor.

23. **Applicable Law and Venue.** This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

24. **Notices.** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the County at:

Mr. Noel King, Director
San Luis Obispo County
Department of Public Works
County Government Center, Room 207
San Luis Obispo, CA 93408

and to the Consultant:

Mr. Chris Clark
Crawford, Mulatri & Clark Associates
641 Higuera Street Suite 302
San Luis Obispo CA 93401

25. **Cost Disclosure - Documents and Written Reports.** Pursuant to Government Code section 7550, if the total cost of this Agreement is over \$5,000, the CONSULTANT shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The Agreement and subagreement numbers and dollar amounts shall be contained in a separate section of such document or written report.

26. **Findings Confidential.** No reports, maps, information, documents, or any other materials given to or prepared by CONSULTANT under this Contract which COUNTY requests in writing to be kept confidential, shall be made available to any individual or organization by CONSULTANT without the prior written approval of COUNTY.

27. **Restrictive Covenant.** CONSULTANT agrees that he will not, during the continuance of this Agreement, perform or otherwise exercise the services described in Exhibit A for anyone except for the COUNTY, unless and until said COUNTY waives this restriction.

28. **Quality Control and Quality Assurance.** The CONSULTANT shall provide a description of their Quality Control procedure. The process shall be implemented for all facets of work and a QC-QA statement and signature shall be placed on all submittals to the COUNTY.

IN WITNESS THEREOF, COUNTY and CONSULTANT have executed this Agreement on the day and year first hereinabove set forth.

IN WITNESS THEREOF, the parties hereto have executed this Agreement, and this Agreement shall become effective on the date shown signed by the County of San Luis Obispo.

Date: December 12, 2006

ATTEST:

JULIE L. RODEWALD
County Clerk and Ex-Officio Clerk of the Board of Supervisors, County of San Luis Obispo, State of California
Date: December 12, 2006

Date: _____, 20__

APPROVED AS TO FORM AND LEGAL EFFECT:
JAMES B. LINDHOLM, JR.
County Counsel
By: Warren Jensen
Chief Deputy County Counsel
Date: Dec. 1, 2006

COUNTY OF SAN LUIS OBISPO

By: Julie L. Rodewald
Chairperson of the Board
County of San Luis Obispo
State of California

By: Christensen
Deputy Clerk

CONSULTANT

By: Chris Waru
Title: Principal

SCOPE OF WORK

Date: November 28, 2006

To: Paavo Ogren, Deputy Public Works Director

From: Chris Wm Clark

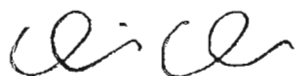
Re: Los Osos Wastewater Project

Dear Mr. Ogren;

Thank you for requesting the attached proposal for a scope of work to assist the County in the development of alternatives for consideration in the development of a wastewater project in Los Osos.

Our firm will utilize our prior experience with this project both to help with guidance for project development, and to reduce overall costs.

This scope is presented as a time and materials approach. This anticipates a level of effort that includes management, analysis, meetings and presentations towards the conclusion of the Proposition 218 vote in December 2007.



Chris Clark
Principal

EXHIBIT A
SCOPE OF WORK

San Luis Obispo County Los Osos Wastewater Project Environmental Consulting Services Proposed Scope of Work

Introduction

Crawford Multari & Clark Associates (CMCA) will assist the County of San Luis Obispo with its investigation of a wastewater project for the community of Los Osos. Chris Clark, principal, will be the primary investigator for CMCA, with assistance from other planners on his staff.

The outline of the work is as follows:

- Work with the County and project management team to identify and investigate a number of alternative treatments and sites for the project.
- Prepare analysis of environmental study requirements and permit requirements for the various alternatives.
- Participate with the management team on the development of the information and education program for the project.

Project Familiarity

CMCA has worked for over ten years with both the County and the LOCSD in the development of a wastewater project. Chris Clark, while at Fugro and CMCA, has investigated various alternative systems and locations, including projects located outside of the community, on the periphery of the community and in the center of the community. He was responsible for and successful at acquiring all environmental permits and clearances for the LOCSD project.

This effort will draw upon that experience and knowledge to assist the County towards a successful conclusion and reducing costs.

Project Assumptions

This effort will be in support of the County's effort pursuant to legislation directing the responsibility of the project to the County of San Luis Obispo. CMCA's efforts will be coordinated between the project director, the project manager and the Public Works department environmental manager.

To the extent reasonable, CMCA will draw upon existing information, and will augment that information when necessary to adequately analyze a project or location's constraints.

Though the project activities will evolve over the course of the investigation, and thus the identification of a finite set of activities is not possible at this time, this proposal sets forth an estimate of the effort and time necessary to conclude the work for the Proposition 218 vote.

Specific studies, such as biology or archaeology, necessitated by alternative sites that may be investigated are not included in this proposal, but will be furnished by the County through its services acquisition capacity.

Project Tasks

Project participation. CMCA, through Chris Clark, will work with the project team during the analysis of alternatives, project objectives, and permitting requirements. This will involve numerous meetings, phone, correspondence and memorandum in support of these efforts. The anticipated meetings include a kick-off meeting with the project team; monthly project progress meetings; weekly coordination with County Public Works environmental staff, and meetings with the Technical Advisory Committee as required. CMCA will maintain copies of correspondence and meeting notes.

Presentations. CMCA will be available for public participation efforts, including board meetings and workshops. Chris Clark will be responsible for presentations of environmental and permitting information.

Existing information. CMCA will be responsible for organizing and presenting existing information to the project team as it pertains to environmental and permitting issues.

Permitting and analytical requirements. CMCA will prepare memorandum detailing the various permitting requirements for each of the alternatives. This will include estimates of costs and timing (within reason given project uncertainties) to bring each alternative to development.

Support of Engineering and Screening Analysis. CMCA will work with the project manager to provide information relative to various alternatives being screened for the project. This support will be coordinated closely with the County. The goal of this effort will be to use an iterative process to reduce the number of alternatives analyzed that are not truly viable options, all pursuant to the analytical model proposed by the County and project engineers.

Manage additional field work and analysis. From time to time, it is anticipated that the project will require specialized services outside the capacity of CMCA, such as biology and archaeology. CMCA will work with the County to scope, procure and manage these activities. CMCA will be responsible for incorporating the results of these efforts into the overall alternatives analysis.

Support Potentially Viable Project Alternatives Report. CMCA will work directly with the project manager to provide information regarding environmental factors and permitting requirements for the alternatives report.

Information dissemination. CMCA will assist the project team with the development of information at an appropriate level for use by permitting agencies and the public. This includes the development of synopses of the data in a manner to be useful to decision-makers and voters. CMCA will also maintain copies of all relevant information developed or otherwise utilized in the scope of work, in a reproducible form for the benefit of the County and the project team.

Other project support. CMCA will provide other services to the County and project team necessary to achieve the project objective of providing the public with information sufficient for proffering an election.

Budget

CMCA proposes to perform the scope of work described above on a time and materials basis, not to exceed \$150,000, unless further authorized by the County. Hourly billing rates are as follows:

- Principal \$185
- Senior associate \$145
- Associate \$95
- Clerical \$65

Reproduction, mailing and other direct costs will be billed at cost plus 10%.

Schedule

CMCA proposes to meet the project team’s schedule requirements as they progress towards the election. It is understood that the schedule and need for various deliverables will vary and evolve over the course of the project, and CMCA will make every effort to meet these requirements.



Chris Clark, principal

CMCA: SLO/Los Osos						
January through December 2007						
Task	Staff	#	hours	rate	cost	hours
Start-up; meetings; public presentations w/prep	principal	1	80	185	\$14,800	80
compilation of materials from previous projects;	clerical	1	70	65	\$4,550	70
meetings; USFWS	principal	3	8	185	\$4,440	24
meetings; Coastal Com staff	principal	2	12	185	\$4,440	24
coordination SLO Public Works	principal	40	1	185	\$7,400	40
meetings; full project team, TAC	principal	8	4	185	\$5,920	32
public meetings/hearings; presentations	principal	4	10	185	\$7,400	40
progress reports	principal	40	2	185	\$14,800	80
data gather & review for site comparison effort; report prep	principal	1	160	185	\$29,600	160
	sr assoc	1	80	145	\$11,600	80
	graphics	1	80	95	\$7,600	80
	associate	1	80	95	\$7,600	80
clerical; copying, etc	clerical	1	40	65	\$2,600	40
project management	principal	1	40	185	\$7,400	40
						0
direct costs					\$5,000	0
subtotal					\$135,150	
contingency					\$15,000	
					\$150,150	870

EXHIBIT B
COST PROPOSAL