



TRIUNFO SANITATION DISTRICT

A PUBLIC AGENCY

December 1, 2011

Board of Directors
Triunfo Sanitation District
Ventura County, California

TSD CONTRACT NO. T11-013 – PADRE ASSOCIATES, INC. ENVIRONMENTAL SUPPORT SERVICES (CONIFER TANK REPLACEMENT PROJECT)

Summary

With the Conifer Tank Replacement Project continuing with the construction of the Oak Canyon Reservoir, additional environmental support and assistance are needed with the Lindero Feeder, Cheeseboro Tank, and the Conifer Tank decommissioning components. This work is currently covered under two contracts with Padre Associates (T04-006-5 and T08-005-1) but both contracts are due to expire on December 31, 2011. Because the upcoming projects have a multitude of environmental tasks needing assistance, the services by Padre are necessary to fulfill CEQA requirements. Since Padre has been the environmental consultant throughout the duration of the Conifer Project, they are the best source to continue with the level of service and expertise desired. Staff recommends a contract for \$32,393 with Padre Associates, Inc. to provide environmental support services for the projects.

Background

As the construction of the Oak Canyon Reservoir (OCR) continues the remaining aspects of the Conifer Project, namely, the decommissioning of the Lindero Feeder, Cheeseboro Tank, and Conifer Tank are now in the forefront. These components of the overall project must sync with the anticipated completion of the OCR to satisfy the easement and land transfer agreements that were established for the project. In addition, the completion of these decommissioning projects will allow your Board to transfer those properties back to the corresponding agencies, thereby relinquishing any potential liabilities associated with them.

In order to complete these decommissioning tasks, modifications to the existing environmental documents will need to be completed and updates provided to the various responsible agencies. Padre Associates has been the District's lead environmental consultant throughout the project. They are the best informed of the not only the project, but the requirements by the State of California and local jurisdictions.

Item 10-1

With both Padre contracts currently in place for this work expiring in December, and since one has already reached the 5 amendment limit, it was determined that creating a new combined contract was best. Padre has provided a new proposal that encompasses aspects of both the Final Environmental Impact Report (EIR) and Mitigated Negative Declaration (MND) requirements and will assist the District in meeting the regulations.

The services requested from Padre are as follows:

- Coordinate and participate in planning meetings
- Preparation of Mitigation Monitoring Plan (MMP) specific to Conifer Tank decommissioning
- Updates to the MND MMP for portions of the Cheeseboro Tank and Lindero Feeder
- Coordinate and assess reports and findings by outside agencies related to the MMP
- Conduct bird surveys
- Preparation and distribution of addendum for both the EIR and MND documents
- Update and refine the re-vegetation plan for the Conifer site based on the current cell tower relocation plan
- Provide technical assistance to staff on environmental concerns and interpretations of the regulations

Due to the complex nature of this project, maintaining a consistent environmental coordination and adherence to the regulations would be best served by continuing the contract with Padre. To avoid unnecessary expense and delay in securing a different consultant, it is recommended that this professional services contract be awarded as a sole source through the negotiated procurement process. District policy provides such a proviso if the contract conditions warrant and a suitable consultant meets the requirements, which is the case here given Padre's experience and knowledge of the project along with their competitive rates. Padre has offered to use their 2007 rate schedule since this would be a continuation of a previous contract.

Legal Counsel has reviewed and approved the proposed contract as to legal form and sufficiency. If you have any questions or need additional information, please contact me at 805-658-4674.

Fiscal Impact

The current contracts, T04-006-5 approved for \$196,934 (balance remaining \$40,939) and T08-005-1 approved for \$34,373 (balance remaining \$8,229) have funds remaining that will need to be reallocated. Appropriations for \$27,500 of the expenses for the new contract are included in the adopted Fiscal Year 2011-2012 budget (Capital Budget, Footnote #2). The remaining funds (\$4,893) are in the projected budget for Fiscal Year 2012-2013 as highlighted in the loan funding spreadsheet and will be used from the Contingency Fund (Footnote #2, Item D) found in the Capital Budget FY12 (page 6-1). These modifications do not change the overall budget for FY12.

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Recommendation

It is recommended the Board authorize the Chair to sign Contract No. T11-013 for Padre Associates, Inc., for environmental support services for the Conifer Tank Replacement Project, in the amount of \$32,393 with a contract term ending June 30, 2013.


SALLY COLEMAN – DIRECTOR OF OPERATIONS

Enc.

APPROVED FOR DECEMBER 19, 2011 AGENDA



Doug Anders – District Manager

TRIUNFO SANITATION DISTRICT, CONIFER TANK REPLACEMENT

November 28, 2011

Item Description	FY11 (starting 1/24/11)	FY12	FY13	TOTALS
Oak Canyon Reservoir [\$6.6M]				
Construction Contract with Lash	\$ -	\$ 4,200,000	\$ 784,650	\$ 4,984,650
Change Orders (may include line stop for Falling Star)	\$ -	\$ -	\$ -	\$ -
Construction management (Dudek contract)	\$ 10,000	\$ 570,000	\$ 15,000	\$ 595,000
VRSD (pjt mgmt, admin)	\$ 65,000	\$ 48,300	\$ 25,000	\$ 138,300
Falling Star Meter Turnout for CMWD	\$ 485,000	\$ 25,000	\$ -	\$ 510,000
TSD options for Falling Star and Lindero mods	\$ -	\$ 5,000	\$ -	\$ 5,000
AECOM (plans, bid process, submittals, RFIs)	\$ 20,000	\$ 130,000	\$ 4,000	\$ 154,000
AECOM (misc engineering support)		\$ 24,000		\$ 24,000
Padre (EIR/Addendum, bird surveys)	\$ 5,000	\$ 20,000	\$ 2,500	\$ 27,500
PRD Group (project support, agreements, pre-con)	\$ 27,500	\$ 99,120	\$ 15,000	\$ 141,620
Paleontology-Archaeology Consultant	\$ -	\$ 43,300	\$ 1,500	\$ 44,800
Native American Monitoring Group	\$ -	\$ 2,000	\$ -	\$ 2,000
Public Relations	\$ 5,000	\$ 5,000	\$ -	\$ 10,000
Subtotals	\$ 617,500	\$ 5,171,720	\$ 847,650	
Lindero Feeder/Cheeseboro Tank Decommission [\$435K]				
Tank removal tasks				\$ -
VRSD - painting, staircase removal		\$ 80,000		\$ 80,000
Contracts - fencing and tank removal, land restoration		\$ 210,000		\$ 210,000
Pipeline and pump station decommissioning				\$ -
VRSD - decommissioning pump sta., removal, sealing, capping		\$ 85,000		\$ 85,000
Contracts - decommissioning pump sta., removal, sealing, capping		\$ 30,000		\$ 30,000
Padre (site surveys, MND, veg plans)	\$ 12,500	\$ 7,500	\$ 2,500	\$ 22,500
Versar (lead testing of ground at Cheeseboro tank site)	\$ -	\$ 3,500	\$ 6,500	\$ 10,000
Subtotals	\$ 12,500	\$ 416,000	\$ 9,000	
Conifer Tank Decommission [\$320K]				
Remove tank and appurtenances				\$ -
VRSD - tank removal		\$ 2,000	\$ 40,000	\$ 42,000
Contracts - removal tasks, vegetation restoration		\$ 13,000	\$ 270,000	\$ 283,000
Subtotals	\$ -	\$ 15,000	\$ 310,000	
Contingency (for all construction related activities)		\$ 310,630		
Total Annual Project Cost	\$ 630,000	\$ 5,913,350	\$ 1,166,650	

Total Project Cost *	\$ 7,710,000
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* Based on Feb 14, 2011 loan approved by Board

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CONTRACT NO. T11-013

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN
TRIUNFO SANITATION DISTRICT
AND
PADRE ASSOCIATES, INC.**

**FOR ENVIRONMENTAL SUPPORT SERVICES FOR THE
CONIFER TANK REPLACEMENT PROJECT**

THIS AGREEMENT is made and entered into this 19th day of December 2011, by and between the TRIUNFO SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT," and PADRE ASSOCIATES, INC., a California corporation, hereinafter "CONSULTANT."

RECITALS

- A. DISTRICT has a need to engage the specialized services of a consultant for environmental support services for the Conifer Tank Replacement Project.
- B. DISTRICT has selected CONSULTANT, as best qualified, based on CONSULTANT's answer to a request for qualifications, and previous service to other public agencies. The selection procedure is in conformance with Section 403 of DISTRICT Purchasing Resolution No. 89-13.
- C. CONSULTANT represents it possesses the necessary skills and experience to perform the required services and is willing to contract with DISTRICT.
- D. The parties enter into this Agreement to set forth their respective rights and obligations.

AGREEMENT

ARTICLE 1: WORK STATEMENT

A. CONSULTANT shall provide consulting services for DISTRICT in regard to the Conifer Tank Replacement Project, hereinafter referred to as the "Project," as described in the tasks set forth in the document entitled "Proposal for Supplement Environemtn Wrok pertaining to..." as set forth in the attached as Exhibit "A" and incorporated by reference herein.

B. CONSULTANT shall designate a representative who shall represent CONSULTANT and be its sole contact and agent in all consultations with DISTRICT during fulfillment of the terms of this Agreement. CONSULTANT's representative shall be Donna M. Hebert, Project Manager. In the event Donna M. Hebert becomes unavailable, CONSULTANT shall immediately designate another representative satisfactory to DISTRICT. CONSULTANT shall use its best efforts in providing services to DISTRICT and shall cooperate with DISTRICT and provide DISTRICT with all available information and assistance in relation to the Project.

C. DISTRICT shall assign a Staff Coordinator to work directly with CONSULTANT in connection with CONSULTANT's services to be performed under this Agreement.

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D. A working budget is included in Exhibit "A" and incorporated by reference herein. CONSULTANT and DISTRICT shall endeavor to complete work tasks within the budget of Exhibit "A."

ARTICLE 2: TERM OF CONTRACT

Unless otherwise earlier terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both parties, CONSULTANT shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both parties, this contract shall automatically terminate on December 31, 2013.

ARTICLE 3: INDEPENDENT CONTRACTOR RELATIONSHIP

A. It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of CONSULTANT to DISTRICT being that of an independent contractor. DISTRICT shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to CONSULTANT.

B. CONSULTANT is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by DISTRICT and for coordinating all portions of the work so the results will be satisfactory to DISTRICT but shall not be responsible for the means, methods, and procedures of other consultants. CONSULTANT will supply all tools and instrumentalities required to perform its services under this Agreement.

C. CONSULTANT pursuant to this Agreement is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

ARTICLE 4: COMPLIANCE WITH LAWS

CONSULTANT shall be solely responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to CONSULTANT's work, the safety of the persons or property involved, and their protection from damage or injury. CONSULTANT shall defend, indemnify and hold DISTRICT harmless from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorneys fees and costs, brought or recovered against DISTRICT, for or on account of any negligent violation of said laws, ordinances, rules, regulations and orders in connection with work performed by CONSULTANT under this Agreement.

ARTICLE 5: CONFIDENTIAL RELATIONSHIP/TITLE TO DOCUMENTS

CONSULTANT agrees that all dealings of the parties under this Agreement shall be confidential and no report, data, information or communication developed, prepared or assembled by CONSULTANT under this Agreement, or any information made available to CONSULTANT by DISTRICT, shall be revealed, disseminated or made available by CONSULTANT to any person or entity other than DISTRICT without the prior written consent of DISTRICT. All data, calculations, drawings and other documents developed, prepared, completed or acquired by CONSULTANT during the performance of its services hereunder shall be turned over to DISTRICT upon termination of this Agreement.

ARTICLE 6: PAYMENT TO CONSULTANT

A. In consideration of CONSULTANT's performance of services as described herein, DISTRICT shall pay CONSULTANT fees for its services according to the schedule of rates set forth in Exhibit "B" attached and incorporated by reference herein. On or prior to the tenth day of each calendar month after actual work is started, CONSULTANT shall submit an invoice in sufficient detail to show the total amount of work done and materials furnished by CONSULTANT and incorporated into the work to the last day of the month preceding the one in which the invoice is submitted. When possible, such invoice shall include the name and title of each person performing work, date and brief description of the work performed, number and type of hours worked, and labor rate. DISTRICT shall review and approve CONSULTANT's invoice for accuracy and agree with CONSULTANT on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. DISTRICT shall pay CONSULTANT for all approved work and materials within 30 days of agreement on the amount of the invoice. In the event of disagreement with CONSULTANT on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the disagreements, payment of the approved amount shall be made within 30 days after deducting therefrom all previous payments and all sums to be retained under the terms of the agreement.

B. Total fees to be paid by DISTRICT to CONSULTANT for CONSULTANT's services described herein shall not exceed \$32,393 without written amendment hereto.

C. No payment made under this Agreement, except the final payment, shall be conclusive evidence of CONSULTANT's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of CONSULTANT's services performed. DISTRICT shall provide CONSULTANT with written documentation of completion of work along with final payment.

ARTICLE 7: CHANGE ORDERS

No change to Exhibit "A" hereto, or to any other provision of this Agreement, may be made except by a written amendment signed by CONSULTANT and DISTRICT. DISTRICT General Manager or his designee shall be authorized to approve changes to this Agreement in a manner consistent with the provisions of District Resolution No. 89-13. Each change order shall not exceed ten percent or \$10,000, and the aggregate total of the original contract and all change orders shall not exceed \$25,000 without Board approval.

ARTICLE 8: SUSPENSION OR TERMINATION OF CONTRACT

All work shall be done in a diligent and professional manner to DISTRICT's satisfaction. CONSULTANT specifically acknowledges and agrees that DISTRICT may suspend or terminate CONSULTANT's services at any time with or without cause, regardless of whether CONSULTANT's services or the Project are completed. Any termination or any special instructions hereunder from DISTRICT shall be made in writing. In the event of such termination or suspension exceeding three (3) months, CONSULTANT shall have the right to expend additional time to assemble the work in progress for the particular section of work for the purpose of proper filing and closing the job. Such additional time shall not exceed ten percent of the total time expended on the section or sections of work suspended at and to the date of the notice of suspension or termination, and shall not increase CONSULTANT's total compensation beyond the maximum stated in Article 6.

In the event suspension of services exceeds twelve (12) months in duration, CONSULTANT may, by not less than thirty (30) days' written notice, terminate the services as they apply to the suspended portion of the project. In the event this Agreement is terminated by either DISTRICT or CONSULTANT, all reports, specifications and appurtenant data shall be delivered by CONSULTANT to DISTRICT and may be used by DISTRICT.

ARTICLE 9: INDEMNIFICATION AND HOLD HARMLESS

CONSULTANT agrees to defend, indemnify and hold harmless DISTRICT, and its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, however caused, resulting directly or indirectly from or connected with CONSULTANT's negligent performance of this Agreement (including, but not limited to such liability, cost, damage, loss, claim or expense arising from the death of or injury to, or damage to property of CONSULTANT, DISTRICT, or their respective employees or agents), except to the extent that such liability, damages, costs, losses, claims or expenses are caused by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees.

ARTICLE 10: INSURANCE

CONSULTANT shall provide and keep in effect during the term of this Agreement insurance as follows:

- A. Workers' Compensation and Employer's Liability in accordance with applicable laws.
- B. Comprehensive Commercial Liability policies with combined single limit coverage of \$1,000,000 for any personal injury, death, or property damage.
- C. Comprehensive Automobile Liability policies with combined single limit coverage of \$1,000,000 for personal injury, death, or property damage.
- D. Errors and Omissions coverage with minimum limits of \$1,000,000 in full force and effect during the life of this contract.

CONSULTANT shall provide certificates of such insurance to DISTRICT prior to the start of work. Said certificates shall specifically provide that: (1) DISTRICT is an additional insured for the coverage in Items B and C above; (2) any other insurance coverage applicable to the loss shall be deemed excess coverage and CONSULTANT's insurance shall be primary for the coverage in Items B and C above; (3) in the event of CONSULTANT's error or omission, CONSULTANT's insurance shall respond for the coverage in Item D above; and (4) such insurance shall not be terminated or canceled without thirty (30) days' prior written notice having been given DISTRICT at its address set forth in this Agreement, except that ten (10) days' written notice shall be acceptable in the case of cancellation for nonpayment.

ARTICLE 11: SUBCONTRACTORS

This Agreement is a personal service contract and the consulting work hereunder shall not be delegated or assigned by CONSULTANT to any person or entity without the consent of DISTRICT. Breach of this provision shall be grounds for immediate termination of this Agreement.

ARTICLE 12: NOTICES

All notices or other official correspondence relating to contractual matters between the parties shall be made by depositing the same as first-class, postage paid mail addressed as follows:

To CONSULTANT: Donna M. Hebert, Project Manager
PADRE ASSOCIATES, INC.
1861 Knoll Drive
Ventura, California 93003

To DISTRICT: Finance & Administration
TRIUNFO SANITATION DISTRICT
1001 Partridge Drive, Suite 150
Ventura, California 93003-0704

or to such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be deemed to have been received three (3) days after mailing.

ARTICLE 13: NO WAIVER

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of CONSULTANT shall operate as a waiver of the default, of any subsequent or other default by CONSULTANT, or of any of DISTRICT's rights or remedies. No such delay shall deprive DISTRICT of its right to institute and maintain any action or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

ARTICLE 14: PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement is found 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.

ARTICLE 15: TERMS

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

ARTICLE 16: INCORPORATION OF RECITALS

The foregoing recitals are incorporated herein as though fully set forth.

ARTICLE 17: CALIFORNIA LAW

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. The parties agree that should litigation arising from this Agreement be commenced within California, such litigation shall occur within a court of competent jurisdiction within the County of Ventura.

ARTICLE 18: ADDITIONAL PROVISIONS

CONSULTANT agrees that no regular employee of DISTRICT shall be employed by its firm during the period that this Agreement is in effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

APPROVED AS TO FORM: ARNOLD, BLEUEL,
LaROCHELLE, MATHEWS, & ZIRBEL, LLP

TRIUNFO SANITATION DISTRICT

By _____
JOHN MATHEWS
Legal Counsel for DISTRICT

By _____
MICHAEL PAULE
CHAIR, Board of Directors

ATTEST:

PADRE ASSOCIATES, INC.

By _____
JOSIE GUZMAN, Clerk of the Board

By _____
SIMON POULTER, Principal

INTERNAL USE ONLY

Principal Analyst _____

Finance Manager _____

Director of Finance TD _____

Fiscal Technician _____

December 1, 2011
Project No. 1102-1940

Ms. Sally Coleman
Triunfo Sanitation District
1001 Partridge Drive, Suite 150
Ventura, CA 93003-0704

Subject: Proposal for Supplemental Environmental Work Pertaining to the Conifer Tank Replacement and Cheeseboro Reservoir Decommissioning Projects

Dear Ms. Coleman:

Padre is pleased to submit this proposal for follow-up environment services pertaining to the Conifer Tank Replacement and Cheeseboro Reservoir Decommissioning Projects. As you know, under contract to Triunfo Sanitation District (District) (Contract No. T04-006-4), Padre prepared a Focused Environmental Impact Report (EIR) for the Conifer Tank Replacement Project, and Addendum No 1 to the EIR. We also provided other services to the District on this project such as biological surveys, participation at project-related meetings and general consultation with staff regarding various elements of the project. Similarly, Padre prepared a Mitigated Negative Declaration for the Cheeseboro Reservoir Decommissioning Project on behalf of the District under contract No. T08-005. Both of referenced contracts expire as of the end of this year. However, proposed tasks and budget (approximately \$38,000 and \$9,000 respectively) remain. Our understanding is that the District desires to enter into a new contract with Padre to complete anticipated tasks associated with both of these projects. This proposal addresses those tasks.

Conifer Tank Replacement Project

Task 1 - Staff level meetings and coordination through June 30 2013

80 hrs staff professional @ \$85 = \$3,400
8 hrs project professional @ \$110 = \$880

Task 2 - Attendance at District Board meeting/hearing

6 hrs staff professional @ \$85 = \$510
Vehicle travel = 1 days @\$92 (incl. admin.) = \$92

Task 3 – Addendum No. 2 to the Conifer Tank Replacement FEIR

Addendum No. 1 to the Conifer Tank Replacement FEIR states that the construction of the project would begin late 2010 and last one year. (The FEIR anticipated construction starting in 2008.) It is understood that a portion of the project will not occur until after the construction period as identified in Addendum No. 1. This change and other potential revisions to the project which may include vegetation clearance to meet Fire Department requirements which was not previously anticipated would warrant preparation of supplemental environmental review prior to the next discretionary project approval. Padre assumes that a second addendum to the FEIR would be the appropriate document for compliance with the California Environmental Quality Act (CEQA). (Should additional project revisions be identified, or should a higher level of environmental review be warranted [e.g., supplemental EIR], a revised scope and budget estimate will be provided to the District by Padre.)

CEQA Addendum

- Project Professional - 16 hrs. @ \$110	\$ 1,760.00
- Staff Professional – 40 hrs. @ \$85	\$ 3,400.00
- Word Processing - 4 hrs @ \$55	\$ 220.00
- Graphics – 4 hrs @ \$65	\$ 260.00
Vehicle Travel – 2 days @\$92 (incl. admin.)	\$ 184.00
Total	\$ 5,824.00

Task 4 – Preparation of Mitigation Monitoring Plan Specific to Existing Conifer Tank Removal

Padre will prepare a Mitigation Monitoring Plan specific to the Existing Conifer Tank removal for ease in mitigation tracking. This will be comprised of a subset of the mitigation measures that are required for the project as a whole.

6 hrs staff professional @ \$85 = \$510

Task 5 – Breeding Bird Surveys

In the event that construction occurs during the bird breeding season (March 15 through September 1) a breeding bird survey is warranted pursuant to mitigation measures BIO5. If nests are identified in the project area additional monitoring may be required. This proposal assumes that no more than four surveys will be required (covering both the new pipeline installation and demolition of the existing Conifer Tank).

5 hrs staff professional @ \$85 per survey x 4 = \$1,700
Vehicle travel 4 days @ 92/day (includes administrative costs) = \$368

The **subtotal cost** for the tasks identified above is **\$13,284.**

Cheeseboro Reservoir Decommissioning Project

Task 6 - Staff level meetings and coordination through June 30 2013

80 hrs staff professional @ \$85 = \$6,800
20 hrs project professional @ \$110 = \$2,200

Task 7 - Attendance at District Board meetings/hearings up to two

16 hrs staff professional @ \$85 = \$2,550
Vehicle travel = 2 days @\$92 (incl. admin.) = \$184.00

Task 8 – Addendum No. 1 to the Cheeseboro Reservoir Decommissioning Project FEIR

The Final Mitigated Negative Declaration/Initial Study (MND/IS) for the Cheeseboro Reservoir Decommissioning Project was prepared in 2010. The project evaluated in the MND/IS was expected to be completed by February 1, 2012. Because the time frame for the project implementation has changed preparation of supplemental environmental evaluation is warranted. Padre assumes that no substantial changes to the project or circumstances under which the project is undertaken have occurred warranting preparation of a subsequent or supplemental MND/IS, but rather that only minor changes will occur and that an addendum to the MND/IS would be the appropriate document for compliance with CEQA. Padre will consult with the National Park Service and City of Agoura Hills to determine if any changes to the existing conditions of the project area need to be considered in the addendum. This proposal assumes that the NPS biologist will conduct any necessary additional biological assessments that are needed for incorporation into the Addendum. (Should additional project revisions be identified, or should a higher level of environmental review be warranted [e.g., supplemental EIR], a revised scope and budget estimate will be provided to the District by Padre.)

CEQA Addendum

- Project Professional - 16 hrs. @ \$110	\$ 1,760.00
- Staff Professional – 40 hrs. @ \$85	\$ 3,400.00
- Word Processing - 4 hrs @ \$55	\$ 220.00
- Graphics – 4 hrs @ \$65	\$ 260.00
<u>Vehicle Travel – 2 days @\$92 (incl. admin.)</u>	<u>\$ 184.00</u>
Total	\$ 5,824.00

Task 9 – Breeding Bird Surveys

Construction activities should be planned to avoid the bird breeding season (March 15 through September 1). However, in the event that it is not feasible for construction to occur outside of the bird breeding season, a breeding bird survey is warranted pursuant to mitigation measures BIO11. If nests are identified in the project area, measures to avoid impacts must be developed and additional monitoring may be required.



This proposal includes three breeding bird surveys.

5 hrs staff professional @ \$85 per survey x 3 = \$1,275

Vehicle travel 3 days @ 92/day (includes administrative costs) = \$276

The **subtotal cost** for the tasks 6 through 8 as identified above is **\$19,109**.

The **total cost** for the scope of work outlined in this proposal is **\$32,393**.

This proposal does not include implementation of mitigation measures that have been incorporated into the Cheeseboro Reservoir Decommissioning Project other than the breeding bird surveys as identified above (e.g., hazardous materials survey of the pump station building, cultural resources monitoring, etc.). However, Padre can provide these services if so desired by the District and will prepare proposals for such work upon request.

As always, we thank you for providing Padre Associates, Inc. the opportunity to work with the District. If you have any questions with respect to this proposal, please call me at 644-2220 x 15 or Simon Poulter at 683-1233, ext 4.

Sincerely,
Padre Associates, Inc.

A handwritten signature in black ink, appearing to read "Donna M. Hebert". The signature is written in a cursive style with a large initial 'D'.

Donna M. Hebert
Project Manager

Encl. 2007 fee schedule (Padre is using this fee schedule because the proposed work is a continuation of previous contracts.)

CC: Simon Poulter, Padre

10-14

2007 STANDARD FEE SCHEDULE

PROFESSIONAL SERVICES

Principal Professional	\$ 150/hr
Senior Professional	\$ 130/hr
Project Professional.....	\$ 110/hr
Staff Professional.....	\$ 85/hr
Senior Technician.....	\$ 80/hr
Technician	\$ 75/hr
Drafting	\$ 65/hr
Word Processing.....	\$ 55/hr

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$400 per hour.

OTHER DIRECT CHARGES

Subcontracted Services	Cost Plus 15%
Outside Reproduction.....	Cost Plus 15%
Travel, Subsistence, and Expenses.....	Cost Plus 15%
SCUBA Charge	\$ 100/day
Vehicle	\$ 80/day
Photoionization Detector	\$ 150/day
Nuclear Density Gauge	\$ 80/day
Automobile Mileage	\$ 0.75/mile

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