

TO: James L. App, City Manager
FROM: Ron Whisenand, Community Development Director
SUBJECT: National Flood Insurance Program
DATE: June 19, 2007

NEEDS: For the City Council to authorize a contract with Rick Engineering for civil engineering services related to requirements from the Federal Emergency Management Agency (FEMA) for participation in the National Flood Insurance Program.

FACTS:

1. The City of Paso Robles participates in the National Flood Insurance Program (NFIP). The NFIP is administered by the Federal Insurance Administration, a component of FEMA. In each state, the governor designates a coordinating agency for the NFIP. In California, it is the Department of Water Resources. Each community that participates in the NFIP is typically visited on a three to five-year cycle.
2. In September, 2006, a representative of the State Department of Water Resources (DWR) visited the City to exchange information regarding various aspects related to participation in the National Flood Insurance Program and to provide assistance as needed.
3. In February, 2007, DWR issued a letter to the City outlining specific actions needed on the part of the City to bring the community's flood plain management program into compliance with NFIP requirements. Among the tasks needed to comply with NFIP requirements, the City must update their flood plain ordinance to meet current standards.
4. We have received proposals from private consultants to update the flood plain ordinance from Wood-Rodgers of Sacramento (\$12,000) and from Rick Engineering of San Luis Obispo (\$12,000). The Rick Engineering proposal is more comprehensive and includes representation and assistance to the City in regard to response documentation to FEMA. Furthermore, Rick Engineering has specific experience in preparation of studies and documentation for review and acceptance by FEMA. Their background includes understanding of and need for Flood Elevation Certificates, another aspect of the City's reporting requirements.

ANALYSIS &

CONCLUSION: The current Paso Robles Flood Plain Ordinance was adopted in January, 1998. The State Department of Water Resources, working on behalf of the Federal Emergency Management Agency, has identified specific limitations in the ordinance that need to be updated to be consistent with National Flood Insurance Program requirements.

In a visit to Paso Robles in September 2006, a DWR representative noted four potential violations of the City's floodplain ordinance. Our staff has found that in each case documentation can be provided to demonstrate compliance with the ordinance. However, each case is unique and will require response to DWR.

Additional responses to DWR will include demonstration of a FEMA Elevation Certificate Filing System and an outline of procedures for issuing building permits in the Special Flood Hazard Area.

Rick Engineering of San Luis Obispo has provided a comprehensive proposal to update the City's flood plain ordinance and to assist with representation and response to DWR's request for information.

POLICY

REFERENCE: Municipal Code Section 21.14

FISCAL

IMPACT: The Rick Engineering Proposal is estimated at \$12,000.

OPTIONS:

- a. Adopt Resolution No. 07-xx authorizing the City Council to enter into an agreement with Rick Engineering for civil engineering services and approving a one-time budget appropriation from the general fund in an amount not to exceed \$15,000 to budget account 100-710-5224-212 for fiscal year 2007-08.
- b. Amend, modify, or reject the above option.

Attachments (3)

- 1) Proposal from Rick Engineering
- 2) Proposal from Wood-Rodgers
- 3) Resolution



June 11, 2007

Mr. John Falkenstien
City Engineer
City of Paso Robles
1000 Spring Street
Paso Robles, California 93446

SUBJECT: PROPOSAL FOR CITY OF PASO ROBLES
RESPONSE LETTER TO COMMUNITY ASSISTANCE VISIT (CAV),
IN PASO ROBLES, CALIFORNIA
(RICK ENGINEERING COMPANY JOB NUMBER _____)

Dear Mr. Falkenstien:

Pursuant to your email request and our follow-up telephone conversations, the following is a proposal to provide engineering services for the above-referenced project.

Scope of Work:

Prepare a response letter (and supporting documentation) for the City of Paso Robles that addresses specific action items requested by the Department of Water Resources (DWR) following a Community Assistance Visit (CAV) on September 14, 2006. DWR summarized the requested action items in a letter dated February 5, 2007, issued to Mayor Mecham of the City of Paso Robles. A total of five primary action items were identified (a – e), each of which will require a different level of effort and approach. The scope of work for each of these items is detailed below (on a per item basis) and also identifies key assumptions on what will be needed from the City of Paso Robles in the preparation of the response and supporting documentation:

a. Adopt a Floodplain Management Ordinance

Rick Engineering Company will review the current City of Paso Robles floodplain ordinance and compare it to the minimum National Flood Insurance Program (NFIP) requirements as specified in Title 44, Code of Federal Regulations, Sections 59, 60.3-60.6. We will prepare a draft for an amended ordinance for your review, and submit the draft to DWR for their review and comment. Based on all input, Rick Engineering Company will prepare a final draft document for the City of Paso Robles such that the City can go through its regular process of adopting the amended ordinance.

- b. Respond to results of Floodplain Tour. DWR requested the following for 3 structures:
1. Year of construction or year of substantial improvement/damage
 2. Flood zone designation for the buildings in accordance with the FIRM in effect at the time of construction
 3. Base flood elevation in accordance with the FIRM in effect at the time of construction
 4. Certified as-built lowest floor elevation (including any basement)

Rick Engineering Company will need the City to provide information for item b.1 above, based on City records.

Rick Engineering Company will research which historical (or current) FIRM and Flood Insurance Study (FIS) is appropriate for each identified building (based on the response to item b.1), and make the determinations for items b.2 (based on the FIRM) and b.3 (based on the Flood Profiles in the FIS). It is assumed the required FIRM and FIS information will be available through the Federal Emergency Management Association's (FEMA) website and/or the City office.

Please note, based on previous emails and phone conversations with you, it is our understanding that request b.4 will be addressed on a per structure/address basis, as follows:

2127 and 2133 Oak Street – it is assumed they are not in Zone AO as they were reported (this is to be verified as part of item b.2).

516 22nd Street – it is assumed this is a recent re-model that did not require an elevation certificate. Several things to verify include date of original construction, date of remodel, and whether it is considered a “substantial improvement” in accordance with FEMA NFIP regulations. Substantial improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the ‘start of construction’ of the improvement (per 44CFR59.1).

SE Corner of 22nd and Pine – it is assumed the property owner is taking care of this, which may include preparing an Elevation Certificate on their own. Rick Engineering Company will follow-up with the City and property owner to verify this.

NE Corner of 22nd and Pine – it is assumed the property owner is taking care of this, which may include preparing an Elevation Certificate on their own. Rick Engineering Company will follow-up with the City and property owner to verify this.

- c. Create a FEMA Elevation Certificate filing system (per 44CFR60.3)

Rick Engineering Company will discuss with the City what the current practice is (if any), and make recommendations as applicable. A draft of the process will need to be created by the City (if not already documented). A copy of the process will be submitted as part of the response letter to DWR.

- d. Prepare a draft special procedure for issuing building permits for new construction and substantial improvement/damage construction and for obtaining elevation certificates in the SFHA.

Rick Engineering Company will help identify what the current procedures are through discussions/interviews with appropriate City staff. This process along with any agreed upon improvements to the current process will need to be documented by the City in a draft "procedure" notice. A copy of the procedure will be submitted as part of the response letter to DWR for review and comment to DWR. Upon receipt of comments, the City will need to finalize the policy and forward a copy to DWR for their records.

- e. Obtain additional knowledge through three (3) separate FEMA workshops

Appropriate City staff should attend these workshops, if possible. Rick Engineering Company will describe in the response letter if the City staff plans to attend any such workshops (if applicable).

- f. Prepare the response letter and compile all the supporting information (from items a – e) within the letter and/or as attachments. A draft of the response letter package will be prepared and provided to the City for review and comment. Rick Engineering Company will update the letter accordingly, and submit the package to DWR on behalf of the City (it is anticipated the City's signature will still be required as part of the response letter).

- g. It is anticipated that DWR may have questions and/or comments that require one round of revisions or follow-up. For the purposes of this scope and fee, approximately 20 hours of an engineer's time is assumed for addressing these questions and/or comments.

Fee:

Our fee for the above-described work would be on a time and materials basis per our current Schedule of Hourly Rates (enclosed), not to exceed **\$12,000.00** without your prior authorization. Any printing, title company fees, soils reports, blueprinting and miscellaneous expenses are extra and not a part of this agreement. Also not included are any items not specifically referred to above.

Mr. John Falkenstien
June 11, 2007
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Fees and expenses will be billed monthly as the work progresses and the net amount shall be due upon receipt of the invoice.

The enclosed Standard Provisions of Agreement are incorporated herein and made a part of this agreement. If notice is delayed for any reason beyond sixty (60) days, it is understood by the parties that the terms and conditions contained herein are subject to revision.

If you would like us to proceed on this work as outlined above, we ask that you please sign and return this agreement as our written authorization.

Upon signature by Client, this proposal and the attached terms become the agreement for services and the notice to proceed.

If you have any questions regarding this agreement, please contact either Brendan Hastie at (619) 908-3555 or me at (805) 544-0707. Thank you for requesting Rick Engineering Company to provide these services.

Sincerely,

RICK ENGINEERING COMPANY



Donald A. Druse
R.C.E. #44519, Exp. 03/08
Associate Principal

RICK ENGINEERING COMPANY



Brendan C. Hastie
R.C.E. #65809, Exp. 09/07
Water Resources Project Engineer

DCB:BH:nd.Falkenstien

Enclosures

cc: Dennis Bowling – Rick Engineering Company (without enclosures)

APPROVED:

BY: _____ DATE: _____

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Standard Provisions of Agreement: California

The Client and Consultant agree that the following provisions shall be a part of their Agreement:

1. This Agreement shall be binding upon the heirs, partners, successors, executors, administrators and assigns of the Client and Consultant.
2. In the event of any increase of costs due to the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, rise in the cost of living, or increase in any applicable prevailing wage during the lifetime of this Agreement, such increase shall be applied to all remaining compensation. For services provided on a time and materials or hourly rate basis, increases in the applicable rates will be reflected in the billing statement or invoice for the month following the increase.
3. Should litigation at law or equity arising out of this Agreement, including but not limited to an action for declaratory relief, be brought to enforce or interpret any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement or litigation commenced either directly or by way of a cross-complaint whether arising out of contract or tort, including a cross-complaint for indemnity, for failure or alleged failure to perform or for errors, omissions, or negligence, the prevailing party shall be entitled, in addition to any other award, to all litigation and collection expenses, any and all costs of defense, including attorney's fees, expert witness fees, witness fees and court costs and any and all other expenses incurred.
4. Neither the Client nor Consultant shall assign his interest in this Agreement without the written consent of the other.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of California. This Agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services by Consultant to the project. Any agreements, promises, negotiations or representations not expressly set forth herein, are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant.
6. Conditions or representations, alterations, detractions from or to the terms hereof, including delineations hereon, shall not be valid unless they are in writing and signed by both Client and Consultant.
7. All agreements on Consultant's part are contingent upon, and Consultant shall not be responsible for damages or be in default or be deemed to be in default by reason of delays in performance by reason of strikes, lockouts, accidents, acts of God and other delays unavoidable or beyond Consultant's reasonable control, or delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove Consultant's work promptly, delays in approval by governmental agencies or other consultants performing services on behalf of Client or due to late, slow or faulty performance by Client, other contractors or governmental agencies.
8. In the event litigation is instituted under the terms and conditions of this Agreement, such litigation is to be brought and tried in the appropriate court in the state and county in which the project is located and the parties waive the right to have brought, tried in, or removed to any other county or judicial jurisdiction.
9. Client acknowledges that Consultant is not responsible for the performance of work by third parties, including, but not limited to, the construction contractor(s), subcontractors, governmental agencies, construction managers, architects or other consultants.
10. Consultant shall only act as an advisor in all governmental relations. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals and building permits.
11. Consultant makes no warranty, either express or implied, as to the findings, recommendations, plans, specifications, or professional advice. Consultant shall perform in accordance with generally accepted engineering and/or surveying practices or standards in effect at the time of performance in the locale where the services are rendered.
12. Consultant makes no representation, guarantee, warranty, express or implied concerning estimated cost figures made in connection with maps, plans, specifications or drawings, other than that all such figures are estimates only. Consultant shall not be responsible for fluctuations in cost factors.

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13. Consultant makes no representations concerning estimates of areas. Estimates of areas are estimates only and are not to be considered precise unless Consultant specifically agrees to provide the precise determination of such areas.

14. Client and Consultant agree to cooperate in any and every way or manner on project.

15. Consultant makes no representation, either express or implied, concerning soils or geological surveys or subsurface soil tests or general soils testing and reporting.

16. Upon written request, each of the parties hereto shall execute and deliver, or cause to be executed and delivered, such additional instruments and documents which may be necessary and proper to carry out the terms of this Agreement.

17. The terms and provisions of this Agreement shall not be construed to alter, waive, or affect any lien or stop notice rights which the Consultant may have for the performance of services under this Agreement.

18. One or more waivers of any term, condition or covenant by a party shall not be construed as a waiver of subsequent breach of the same or any other term, condition or covenant.

19. In the event Client fails to pay Consultant promptly or within sixty (60) days after invoices are rendered, then Client agrees that Consultant shall have the right to consider said default a total breach of this Agreement and, upon written notice, the duties, obligations and responsibilities of the Consultant under this Agreement are terminated. In such event, Client shall then promptly pay the Consultant for all the fees, charges, and services performed to date by Consultant.

20. In the event any term, condition, covenant or provision of this Agreement shall be held to be invalid, void or unenforceable, the remaining terms, conditions, covenants and provisions of this Agreement shall be valid and binding on the parties hereto.

21. The Client agrees it will require that the Contractor hold harmless, indemnify and defend the Client, the Architect, the Consultant and its sub-consultants, and each of their officers, directors, principals, employees and agents, from any and all liability claims, losses or damages arising or alleged to arise from the performance of the work

described herein, but not including the negligence or willful misconduct of the Client, the Architect or the Consultant or their respective sub-consultants, officers directors, principals, employees and agents.

22. The Client shall indemnify and hold Consultant harmless with regard to all liability or claims of any kind, including all investigation and defense costs, connected directly or indirectly with this project, which liabilities or claims do not result from the negligence or willful misconduct of the Consultant.

23. Consultant has a right to complete all services agreed to be rendered pursuant to this Agreement. In the event this Agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed.

24. In the event work prepared or partially prepared by the Consultant be suspended, abandoned, or terminated, the Client shall pay the Consultant for all work, fees, deposits, charges and services provided, not to exceed any maximum amount specified herein. Client acknowledges if project work is suspended and restarts, there may be additional charges due to suspension which shall be paid by Client as extra work.

25. Client agrees that if Client requests services not specified pursuant to the scope of services described within this Agreement, Client agrees to pay all such additional services as extra work if authorized in writing.

26. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this Agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed fifteen (15) days after its filing. Any suspension of services made pursuant to the provisions of this Paragraph shall continue until such time as this Agreement has been fully and properly assumed or adequate assurance provided in accordance with the applicable provisions of the United States Bankruptcy Court and in compliance with the final order or judgments issued by the Bankruptcy Court.

27. If payment for Consultant's services is to be made on behalf of Client by a third party, Client agrees that Consultant shall not be required to indemnify the third

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party, in the form of an endorsement or otherwise, as a condition of receiving payment for services.

28. Client agrees to purchase and maintain, during the course of construction, builder's liability special peril or other similar insurance which will name Consultant as an additional insured. Client also agrees to require the contractor or contractors to purchase and maintain liability insurance, including broad form general liability coverage, comprehensive bodily injury, broad form property damage, independent contractors insurance, completed operations and contractual liability coverage, and the exclusions for explosion, collapse or underground coverage shall be deleted; automobile including bodily injury, property damage, owned, non-owned and hired vehicles; and worker's compensation insurance including employers liability coverage, all of which shall name the Client and Consultant as additional insureds. Certificates of such insurance shall be provided to Consultant and the certificate(s) shall include provisions that the above policies are primary and non-contributory with Consultant's insurance and that coverage will not be canceled unless at least thirty days prior written notice has been given to Consultant.

29. In the event that the plans, specifications, and/or field work covered by this Agreement are those required by various governmental agencies and one or more such governmental agency changes its policies, ordinances, procedures or requirements after the date of this Agreement, any additional office or field work required, shall be paid by Client as extra work.

30. Services provided within the Agreement are for the exclusive use of the Client. Nothing contained in this Agreement shall be construed to be for the benefit of any person not a party to this Agreement and no third party beneficiary rights are created.

31. All original papers, drawings, notes, documents and other work product of Consultant, and copies thereof, produced as a result of the Agreement represent professional services, shall remain the property of the Consultant, and Consultant shall retain all copyright and other ownership interests. Client shall have a nonexclusive license to use Consultant's work product and any items in which Consultant maintains ownership and/or copyright interest so long as all fees to be paid under this Agreement have been paid. Any nonexclusive license Client obtains under this Agreement terminates upon the termination of this Agreement. Consultant's work product may be used by

Consultant without consent of the Client.

32. In the event that any changes are made in the plans and/or specifications by the Client or persons other than the Consultant, and such changes are not consented to in writing by Consultant, Client acknowledges that the changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes and agrees to defend, indemnify and hold Consultant, its officers, directors, principals, agents and employees harmless from and against all claims, demands, damages or costs arising from the changes.

33. Client agrees not to use or permit any other person to use plans, drawings or other work product prepared by Consultant, which plans, drawings or other work product are not signed and stamped or sealed by Consultant and/or are not final. Client agrees to be liable and responsible for any use of non-final plans, drawings or work product or plans, drawings or work product not signed, and stamped or sealed by Consultant and waives liability against Consultant for their use. Client further agrees that final plans, drawings and other work products are for the exclusive use of Client and may be used by Client only for the project described in this Agreement.

34. In the event that any staking is destroyed, damaged or disturbed by an act of God or parties other than Consultant, the cost of re-staking shall be paid for by the Client as extra work. If the scope of services provided for pursuant to this Agreement does not include construction staking by Consultant, Client acknowledges that changes, clarifications, adjustments and modifications may be necessary because of changed field or other conditions. Client will indemnify and defend Consultant for construction staking by others and from claims arising from changes, clarifications, adjustments and modifications which may be necessary to reflect changed field or other conditions, except claims caused by the negligence or willful misconduct of Consultant.

35. Questions concerning location or changes in construction stakes or questions concerning information on plans and specifications must be called to the attention of the Consultant upon discovery and before corrective remedy.

36. The Consultant shall be notified 24 hours in advance, so that he may check forms, for grade and alignment only, prior to the pouring of concrete for cast-in-place concrete

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structures, thrust blocks, electrical boxes, bridge abutments or piers, or any similar structures staked by Consultant. Consultant can assure compliance to proper grade and alignment only when it has been advised to check in advance.

37.(a) If the scope of services to be provided by Consultant pursuant to the terms of this Agreement include the preparation of engineering drawings but exclude construction staking services, Client acknowledges that such services normally include coordinating civil engineering services and the preparation of as-built drawings pursuant to Uniform Building Code Chapter 70 and/or other statutes, ordinances or laws, and Client will be required to retain such services from another consultant or pay Consultant pursuant to this Agreement for such services as extra work.

(b) If the scope of services to be provided by Consultant pursuant to the terms of the Agreement, include construction staking services, but exclude the preparation of the engineering drawings to be used for construction and construction staking, Client acknowledges the coordination of civil engineering services and the preparation of as-built drawings as required by statute, ordinance or law may require the retention by Client of another consultant or the original consultant responsible for the design, or pay Consultant pursuant to this Agreement for such services as extra work. Client acknowledges that if Consultant is retained to prepare as-built drawings of plans prepared by others, Client will indemnify, defend and hold Consultant harmless from any and all liability in connection with the plans and specifications prepared by others, and the performance of work by Consultant on this project as set forth in Paragraph 44.

38. In the event Client discovers or becomes aware of apparent errors or omissions, field conditions or discrepancies during the construction phase of the project, which apparent errors or omissions, field conditions or discrepancies are resolvable by Consultant, Client agrees to notify Consultant and engage Consultant to resolve the problem before construction activities commence or further construction activity proceeds. Further, Client agrees to have a provision in its construction contracts for the project which require the contractor to notify Client of any such apparent errors or omissions, field conditions or discrepancies so that Client may, in turn, notify Consultant pursuant to the provisions of this Paragraph.

39. Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soil testing fees, aerial topography fees, and other fees and deposits, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.

40. All fees and other charges will be billed monthly as the work progresses and the net amount shall be due at the time of billing.

41. A late payment CHARGE will be computed by the Consultant at the periodic rate of 1.5% per month, not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing.

42. Client agrees that the balance as stated on the billings from Consultant to Client are correct, conclusive and binding on the Client unless Client within forty-five (45) days from the date of receipt of such billing, notifies Consultant in writing of the particular items that are alleged to be incorrect.

43. In consideration of the Consultant's fee for services, the Client agrees that the Consultant will perform no onsite construction review, construction management, supervision of construction of engineering structures or other construction supervision for this project unless specifically contracted for; that such services will be provided by others; and that the Client shall defend, indemnify and hold the Consultant, its officers, directors, principals, agents and employees harmless from any and all liability, real or alleged, arising or resulting from the performance of construction review, construction management, supervision of construction of engineering structures or supervision by others. Further, Client acknowledges that Consultant will be unable to correct errors or omissions in the plans which customarily become apparent and resolvable during the course of construction review.

44. Client agrees that, in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours. The Client further agrees to defend, indemnify and hold the Consultant harmless from any and all liability in connection with the

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performance of work on this project, excepting liability arising from the negligence or willful misconduct of the Consultant.

45. Client agrees to limit the liability of Consultant, its principals and employees to the Client, all contractors and subcontractors on the project, due to professional negligent acts, errors or omissions of the Consultant, breach of contract or any other cause of action however pled to the sum of \$50,000 or the Consultant's fee, whichever is greater; except that if the contract amount, including any addenda or other contracts pertaining to or covering services related to the project, exceeds \$150,000, the liability of Consultant shall not exceed \$150,000. Client further agrees to notify any contractor and subcontractor who may perform work in connection with any design, report or study prepared by Consultant of such limitation of liability, and to require as a condition precedent to their performing their work, a like indemnity of liability on their part as against the Consultant.

46. The Client hereby agrees to bring no claim for negligence, breach of contract, indemnity or otherwise against the Consultant, its principals, employees and agents if such claim, in any way, would involve the Consultant's services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous materials (as defined by state, federal and/or local laws or ordinances). Client further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and agents from any asbestos, asbestos cement pipe, and/or hazardous waste material related claims that may be brought by third parties as a result of the services provided by the Consultant pursuant to this Agreement except claims caused by the negligence or willful misconduct of the Consultant.

47. Client acknowledges that Consultant's scope of services for this project do not include any services related, in any way, to asbestos and/or hazardous waste. Should Consultant or any other party encounter such materials on the job site, or should it in any way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, terminate work on the project until such time as Client retains a specialist contractor to abate and/or remove the asbestos and/or hazardous waste materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

48. Digital data files shall be provided to Client only if such delivery has been specified in the scope of services set forth in this Agreement. If the scope of services does not specify that digital data files shall be delivered, all costs associated with delivery of digital data files shall be paid by Client. Client agrees that all digital data files delivered by Consultant are to be used exclusively to fulfill the scope of this Agreement. Client agrees to hold Consultant harmless for any use by client of this data outside or beyond the scope of this Agreement.

49. Consultant makes the following representations as to the compatibility of digital data files:

(a) All data files are to be used with compatible hardware and software versions as used by Consultant at the time file copies were created.

(b) Consultant makes no representation as to the compatibility of any data files other than for the hardware and software versions used by Consultant to create the data files.

(c) Client agrees to hold Consultant harmless for any use of data files on any hardware or software versions other than those which were used by Consultant to create them.

(d) If Client requires or requests any special or specific file structure, format or software that is different from those used by Consultant at the time Consultant is performing the services set forth in this Agreement, unless otherwise specified in this Agreement, all costs associated with creating the file structure or format, and/or acquiring necessary software and/or hardware, shall be the responsibility of Client.

50. After the time final data files have been delivered per terms of this Agreement, Consultant will not be held responsible for maintaining copies of any digital data related to this Agreement.

51. Client agrees that if formats for deliverables of digital files are not specified in this Agreement, they will be delivered using the standards and versions of Consultant at the time of creation.

52. Client agrees not to use any digital files (drawing or data file), in whole or in part, for any purpose or project other than the project which is the subject of this Agreement. Client waives any and all claims against Consultant resulting in any way from any changes not

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authorized and/or authored by Consultant and/or reuse of the drawings or data for any other project without the express written consent by Consultant. The transfer of drawings or data in electronic media or format shall not be deemed a sale, and Consultant makes no warranties, either express or implied, of merchantability or fitness for a particular purpose.

53. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the Client agrees that it will accept responsibility for the completeness, correctness, or readability of the electronic media after an acceptance period of 30 days after delivery of the electronic files, and that upon the expiration of this acceptance period, client will indemnify and save harmless the Consultant for any and all claims, losses, costs, damages, awards or judgments arising from use of the electronic media files or output generated from them. The Consultant agrees that it is responsible for the accuracy of the sealed drawings that accompany the submittal, and that such accuracy is defined as the care and skill ordinarily used by members of the Consultant's profession practicing under similar conditions at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Consultant's services.

54. Prior to the commencement of any legal action, in an effort to resolve any conflicts that arise during the design or construction of the project which is the subject of this Agreement, or following completion of the project, Client and Consultant agree that all disputes between them arising out of or relating to this Agreement, the services performed pursuant to this Agreement, or relating in any way to the project, shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. Each party shall be represented at the mediation by a person or persons with the authority to bind the party to any agreement, obligation or resolution resulting from the mediation. Each of the parties agrees to include a similar mediation provision in all agreements with any other contractors and consultants retained for the project and to require such contractors and consultants to include a similar provision in all agreements with subcontractors, subconsultants, suppliers or fabricators, thereby providing mediation as the primary method for dispute resolution between the parties to those agreements.

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Hourly Rates – California Offices
February 24, 2007 – August 27, 2007

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ENGINEERING

Principal Consultant (Special Projects).....	\$175.00
Principal	160.00
Associate Principal	150.00
Associate/Manager	140.00
Principal Project Engineer/Manager	125.00
Associate Project Engineer/Manager	120.00
Assistant Project Engineer/Manager	110.00
Principal Engineering Designer	102.00
Associate Engineering Designer	97.00
Assistant Engineering Designer	92.00
Principal Engineering Drafter	84.00
Associate Engineering Drafter	77.00
Assistant Engineering Drafter	69.00

CONSTRUCTION MANAGEMENT

Principal	160.00
Associate Principal	150.00
Associate/Manager	140.00
Principal Construction Engineer/Manager	125.00
Associate Construction Engineer/Manager	120.00
Assistant Construction Engineer/Manager	110.00
Principal Construction Technician	102.00
Associate Construction Technician	97.00
Assistant Construction Technician	92.00

TRANSPORTATION

Principal	160.00
Associate Principal	150.00
Principal Transportation Engineer	125.00
Associate Transportation Engineer	120.00
Assistant Transportation Engineer	110.00
Principal Transportation Designer	102.00
Associate Transportation Designer	97.00
Assistant Transportation Designer	92.00

PLANNING

Principal	160.00
Associate Principal	150.00
Director of Planning	140.00
Principal Project Planner	140.00
Senior Project Planner	120.00
Assistant Project Planner	110.00
Senior Planner	102.00
Associate Planner	97.00
Assistant Planner	92.00
Senior Planning Technician	84.00
Associate Planning Technician	77.00
Assistant Planning Technician	69.00
Planning Assistant	55.00

WATER RESOURCES

Principal	160.00
Associate Principal	150.00
Associate/Manager	140.00
Principal Project Engineer/Manager	125.00
Associate Project Engineer/Manager	120.00
Assistant Project Engineer/Manager	110.00
Principal Water Resources Designer	102.00
Associate Water Resources Designer	97.00
Assistant Water Resources Designer	92.00

LANDSCAPE ARCHITECTURE

Principal	\$150.00
Associate Landscape Architect	135.00
Principal Project Landscape Architect/Manager ...	120.00
Associate Project landscape Architect/Manager ...	110.00
Assistant Project Landscape Architect/Manager ...	100.00
Principal Irrigation Designer	110.00
Principal Landscape Designer	92.00
Associate Landscape Designer	87.00
Assistant Landscape Designer	82.00
Principal Landscape Drafter	71.00
Associate Landscape Drafter	66.00
Assistant Landscape Drafter	60.00

ENVIRONMENTAL SERVICES

Principal	160.00
Associate Principal	150.00
Associate/Manager	140.00
Principal Environmental Project Manager	125.00
Associate Environmental Project Manager	120.00
Assistant Environmental Project Manager	110.00
Principal Environmental Specialist	102.00
Associate Environmental Specialist	97.00
Assistant Environmental Specialist	92.00
Environmental Technician	69.00

FORENSIC SERVICES

Expert Witness	300.00
Court Appearance per half day or part	1,200.00
Principal Consultant	175.00
Associate Principal	150.00
Associate/Manager	140.00

PHOTOGRAMMETRY

Principal	160.00
Associate Principal	150.00
Associate/Manager	140.00
Photogrammetry Supervisor	130.00
Principal Photogrammetrist	100.00
Associate Photogrammetrist	90.00
Assistant Photogrammetrist	88.00

When authorized, overtime shall be charged at the listed rates times 1.3.
Unless otherwise agreed upon, we shall charge for printing, reproduction, deliveries, transportation, and other expenses.
A ten (10) percent fee for administration, coordination and handling will be added to all subcontracted services.



Hourly Rates – California Offices

February 24, 2007 – August 27, 2007

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GIS SERVICES

Principal	160.00
Associate Principal.....	150.00
Associate/Manager	140.00
Principal GIS Analyst.....	100.00
Associate GIS Analyst	95.00
Assistant GIS Analyst	88.00
Principal Computer Graphics Editor.....	83.00
Associate Computer Graphics Editor.....	78.00
Assistant Computer Graphics Editor.....	68.00

SURVEYING

Principal	160.00
Associate Principal.....	150.00
Associate/Manager	140.00
Field Supervisor	125.00
One-person Survey Party	110.00
Two-person Survey Party.....	190.00
Three-person Survey Party.....	250.00
Prevailing wage rates for Survey Parties slightly higher.	

MAPPING/COMPUTING

Principal	160.00
Associate Principal.....	150.00
Associate/Manager	140.00
Computing & Mapping Director.....	125.00
Principal Survey Analyst.....	115.00
Associate Survey Analyst.....	100.00
Assistant Survey Analyst	85.00
GPS Pre-planning/Post-processing	115.00
GPS Survey Party.....	80.00/person/hour

ADMINISTRATIVE SERVICES

Associate Project Administrator.....	55.00
Assistant Project Administrator.....	38.00
Administrative Assistant	55.00

When authorized, overtime shall be charged at the listed rates times 1.3.
 Unless otherwise agreed upon, we shall charge for printing, reproduction, deliveries, transportation, and other expenses.
 A ten (10) percent fee for administration, coordination and handling will be added to all subcontracted services.



WOOD RODGERS

May 23, 2007

City of Paso Robles
1000 Spring Street
Paso Robles, California 93446
Attention: John Falkenstien

RE: City of Paso Robles Floodplain Management Ordinance Update

Dear John:

Per your request, Wood Rodgers, Inc. is pleased to submit this proposal to complete an update of the City of Paso Robles existing Floodplain Management Ordinance (Chapter 21.14). It is our understanding that the City has been required by the California Department of Water Resources to update the existing floodplain management ordinance to meet the minimum National Flood Insurance Program (NFIP) requirements as specified in Title 44, Code of Federal Regulations, Sections 59, 60.3-60.6. Specific services offered are described below in detail.

Task 1 – Floodplain Management Ordinance Update \$12,000 T/M

Upon the City of Paso Robles (City) direction, Wood Rodgers will update the City's existing floodplain management ordinance to incorporate the minimum NFIP requirements. We understand that the ordinance will be reviewed by the City's attorney and by the Department of Water Resources prior to adoption. The purpose of the ordinance is to ensure the City continues to be able to participate in the NFIP. We understand that the ordinance must comply with the following requirements:

- Elevation of new and substantially improved residential structures above the base flood level.
- Elevation of dry floodproofing of new or substantially improved non-residential structures.
- Prohibition of development in floodways, the central portion of a riverine floodplain needed to carry deeper and faster moving water.
- The ordinance will reference the most current FEMA Flood Insurance Maps.

This proposal is based upon the following assumptions:

- No floodplain mapping will be required. If the City requires floodplain mapping, Wood Rodgers is able to complete this work; however this contract will require augmentation.
- The City will provide an electronic copy of the existing Floodplain Management Ordinance (Chapter 21.14).
- The ordinance will undergo a review for legal adequacy by the City's Attorney prior to adoption.
- A maximum of two (2) meetings with City Staff will be required to complete the ordinance update.
- The City will provide existing effective FEMA Flood Insurance Maps.
- City Staff will complete any necessary staff reports for City Council approval. If Wood Rodgers, Inc. is requested to complete staff reports or to attend the City Council meeting, this contract may require augmentation.

Mr. John Falkenstien
May 23, 2007
Page 2 of 2

SPECIAL CONDITIONS

1. Wood Rodgers will not assume any responsibility for the implementation or adequacy of the floodplain management ordinance.

We have enclosed as Exhibit "A", Wood Rodgers' standard invoicing, payment and liability policies/contract, and are also including as Exhibit "B", Wood Rodgers' standard hourly rate schedule for time and material work.

Wood Rodgers, Inc. will complete the scope of work identified above on a Time & Material (T&M) basis for an estimated fee of \$12,000 not to exceed without prior authorization.

Wood Rodgers is confident that we can provide the professional services necessary to make this a successful project.

Should you have any questions or require additional information, please feel free to contact me or Jennifer O'Neal at (916) 449-2204.

Sincerely,

Wood Rodgers, Inc.



Mark Rayback, PE (CA No. 52723)
Principal

In Agreement with the Above Terms:

City of Paso Robles

John Falkenstien, PE
City Engineer

Date

RESOLUTION NO. 07-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
TO AUTHORIZE A CONTRACT WITH RICK ENGINEERING FOR CIVIL ENGINEERING
SERVICES RELATED TO THE NATIONAL FLOOD INSURANCE PROGRAM

WHEREAS, the State Department of Water Resources working on behalf of the Federal Emergency Management Agency has identified the need for the City to update its Floodplain Management Ordinance and to provide reporting related to flood plain issues within the City; and

WHEREAS, Rick Engineering Company has provided a proposal to update the City's Floodplain Management Ordinance and to provide representation of behalf of the City to the Department of Water Resources.

THEREFORE BE IT HEREBY RESOLVED by the City Council of the City of El Paso de Robles to approve a one-time budget appropriation from the general fund in an amount not to exceed \$15,000 to budget account 100-710-5224-212 for fiscal year 2008.

PASSED AND ADOPTED by the City Council of the City of Paso Robles this 19th day of June 2007 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Frank R. Mecham, Mayor

ATTEST:

Deborah D. Robinson, Deputy City Clerk