

**DRAFT FUNDING AGREEMENT BETWEEN  
MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
AND  
CITY OF LARKSPUR  
REGARDING PUMP STATION AND STORM DRAIN IMPROVEMENTS IN THE HILLVIEW  
NEIGHBORHOOD**

This FUNDING AGREEMENT (AGREEMENT) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_, by and between the Marin County Flood Control and Water Conservation District, hereinafter referred to as “DISTRICT”, and the City of Larkspur, hereinafter referred to as “CITY”, both in the State of California, collectively the “PARTIES”, for Pump Station and Storm Drain Improvements in the Hillview Neighborhood “PROJECT”.

**SECTION 1: RECITALS**

1. In response to the flood event of December 31, 2005, the DISTRICT, in cooperation with the Towns of San Anselmo, Ross, and Fairfax, the CITY, and the unincorporated communities of Kentfield, Greenbrae, Sleepy Hollow and Oak Manor (together, “Ross Valley”) initiated the Flood Zone 9 Ross Valley Flood Protection and Watershed Program (PROGRAM);
2. In June 2007, the property owners of Ross Valley voted to assess themselves a storm drainage fee (Watershed Fee) that raises approximately \$2.2 million annually for 20 years for carrying out the PROGRAM;
3. The DISTRICT carried out a study to investigate the feasibility of creating a 100-year-flood level of protection resulting in the January 2011 “Ross Valley Capital Improvement Plan Study” (CIP Study) report by Stetson Engineers Inc.;
4. The CIP Study is meant to guide flood-related work by the DISTRICT and the above-mentioned Towns/City/Unincorporated Areas so that efforts can be coordinated toward the common goal;
5. The report identified over 180 projects and improvements that, when implemented in the appropriate sequence, will provide a high level of flood protection for Ross Valley;
6. The overall goal of the PROGRAM is to build or retrofit the necessary infrastructure to minimize or greatly reduce damage from a 100-year-flood (as defined at the time of the CIP Study report in January 2011) while maintaining and improving the natural environment and important habitat and ecosystems;
7. The CIP Study identifies opportunities to reduce the frequency and severity of flood damage by raising levees, increasing tidal prism, and periodic dredging of Lower Corte Madera Creek to manage the sediment and hydraulic capacity within Lower Corte Madera Creek, a project that is partially within the CITY limits;
8. In March 2012, the Ross Valley Flood Control Zone 9 Advisory Board adopted the 10-Year Work Plan (10 YWP) to set near-term goals and to focus initial implementation of CIP Study measures to provide a 25-year level of flood protection valley-wide;

9. The CITY has identified the need for improving the drainage system that captures runoff in the Hillview development area and discharges it through outfall pipes to lower Corte Madera Creek. Over time, the outfall pipes become blocked by sediment compromising their capacity to effectively discharge the runoff;
10. In the interest of reserving funding for all top projects in the 10 YWP, the Principles of the PROGRAM were adopted by the Flood Zone 9 Advisory Board in December, 2013 to guide financial commitments of the flood zone in implementation of the PROGRAM, and Lower Corte Madera Creek Improvements was included as a “baseline measure” to be implemented first among the full list of projects and measures in the 10 YWP;
11. The Principles state that grant funding for 70% of the estimated cost of all projects shall be pursued;
12. The PARTIES agree the DISTRICT’s commitment in Phase One of the PROJECT is limited to a maximum of 30% of the Eligible Costs, as defined in Section 6 below;
13. The PARTIES agree that the PROJECT will progress through three (3) distinct phases: Phase One consisting of Planning, Right-of-Way Confirmation, and Preliminary Design,; Phase Two consisting of Final Engineering Design, Environmental Compliance, and Permitting,; and Phase Three consisting of Construction;
14. The PARTIES agree that the CITY shall manage all aspects of project development, completing the design, compliance with the environmental and permitting requirements, and carrying out any and all work on the PROJECT;
15. CITY has secured Federal Highway Administration federal funding for a portion of the Phase 1 costs which involve installation of a new storm drainage pump station serving as a component of the City’s separate Bon Air Road Bridge Replacement Project. The new proposed pump station will be used to redirect runoff from the Hillview development area’s existing three gravity storm drainage outfalls to a single storm drainage outfall pipe.
16. The PARTIES agree that this agreement will expire upon completion of Phase One of the PROJECT. If needed a subsequent agreement shall be executed for future Phases Two and Three of the PROJECT;
17. The PARTIES shall work as partners in this effort.

## **SECTION 2: PURPOSE OF THE FUNDING AGREEMENT**

This AGREEMENT is entered into by and between the PARTIES to establish the level of funding to be provided by each of the PARTIES for Phase One of the PROJECT and to define the responsibilities of the PARTIES for the implementation of the PROJECT.

## **SECTION 3: PROJECT DEFINITION AND SCOPE**

This AGREEMENT shall provide funding from the revenues received from the Flood Control Zone 9 Watershed Fee according to the uses and purposes stated in the fee ballot measure adopted by the DISTRICT Board of Supervisors on May 1, 2007. Funding is provided for the following:

- Storm Drainage Pump Station near the Bon Air Bridge crossing of Corte Madera Creek.
- Storm Drain Improvements in the Hillview neighborhood.

Phase One includes all tasks related to the PROJECT's development up to and including Conceptual Design Phase One includes:

- Boundary Research/ Survey
- Field Survey
- Utility Research
- Supplemental Drainage Report
- Conceptual Design
- Meetings
- Conceptual Design

The CITY has estimated the cost of Phase One to be **\$ 140,000.**

#### **SECTION 4: FUNDING LEVELS**

The DISTRICT shall contribute funds in an amount consistent with the Principles and Goals of the PROGRAM.

The expected distribution of contributed funds for Phase One is:

The DISTRICT shall contribute 30% of Eligible Costs: \$ 140,000 x 30% = **\$42,000**

The CITY shall contribute 70% of Eligible Costs,  
by in-kind labor, other grants, and or direct funding: \$140,000 x 70% = **\$98,000**

CITY has secured, or plans to secure, federal grant funding from Federal Highway Administration for the Phase 1 pump station conceptual design costs.

CITY anticipates securing federal grant funding for a portion of Phases 2 and 3 relating to the Storm Drainage Pump Station near Bon Air Bridge.

Advanced funds shall not be provided by the DISTRICT to the CITY. Reimbursement of PROJECT costs and expenses shall be calculated based on a concurrent drawdown among the contributors of funds according to the funding levels above.

#### **SECTION 5: RESPONSIBILITIES**

##### **1. The CITY Shall:**

- 1.1. Undertake and manage all tasks, including but not limited to, administration, planning, hiring of consultants, City ordinance requirements, policy issues, public outreach, feasibility confirmation, engineering design, permitting, bidding, construction, construction management and all actions necessary to complete all aspects of the PROJECT;
- 1.2. Work cooperatively with the DISTRICT to ensure that all opportunities for combining tasks and economization of tasks that may be occurring elsewhere in the PROGRAM are pursued;

- 1.3. Conduct the PROJECT in accordance with the Principles and Goals of the PROGRAM;
- 1.4. Be the Point of Contact (POC) for all inquiries about the PROJECT through all phases of the PROJECT;
- 1.5. Coordinate all supplemental grant applications with the DISTRICT to ensure there is no duplication of effort and to maximize eligibility and competitiveness;
- 1.6. Contact and coordinate with DISTRICT staff to obtain existing data needed to complete the PROJECT;
- 1.7. Prior to execution of any consultant contract(s) and/or agreement(s) as part of the PROJECT, provide the DISTRICT the opportunity to review and comment on the Scope of Work and other Exhibits and Attachments in the contract and incorporate mutually agreed changes;
- 1.8. Ensure that all consultant contracts and/or agreement(s) as part of the PROJECT shall include the County of Marin and the DISTRICT in the indemnification clause and as additional insured;
- 1.9. Ensure that ownership by the CITY of all deliverables is secured in any Professional Services contract with third parties and agree to mutual ownership by the PARTIES of all generated materials, data, drawings, and figures used during the design processes;
- 1.10. Circulate to the DISTRICT any press releases or similar media-focused release for review and comments by the DISTRICT prior to release;
- 1.11. Identify the "Flood Control Zone 9/Ross Valley Flood Protection and Watershed Program" as a contributing partner in all signage and informational materials;

## **2. The DISTRICT Shall:**

- 2.1. Reimburse CITY for Eligible Costs for the PROJECT up to the amounts given in Section 4.
- 2.2. Make available to the CITY and its consultant(s) any and all available data District has in its possession needed to design and construct the project.
- 2.3. Provide a Letter of Financial Support to be included in the Funding Agreement that confirms the availability of the sufficient funds for the local match requirement.
- 2.4. Work cooperatively with the CITY to ensure that all opportunities for combining and economizing efforts and tasks that may be occurring elsewhere in the PROGRAM are pursued;
- 2.5. Work with the CITY to conduct an effective public outreach effort with respect to all phases of the PROJECT;
- 2.6. Provide technical review of all phases of design and provide comments within two (2) weeks of receiving the documents;

## SECTION 6: GENERAL PROVISIONS

### 1. DEFINITIONS.

**“Eligible Costs”.** The reasonable and necessary actual costs and expenses, subject to Section 6, Subsection 6 of this AGREEMENT, which are associated with the work described in Section 2.

2. **PURPOSE FOR THE FUNDING.** All funds are provided by the DISTRICT to the CITY for the CITY’s Eligible Costs in implementing the PROJECT only. The City’s Eligible Costs shall include reimbursable expenses performed for the Project after \_\_\_\_\_ ;
3. **TERM OF FUNDING AGREEMENT.** The term of this AGREEMENT shall be from the latest date of execution by the DISTRICT, being \_\_\_\_\_ through \_\_\_\_\_.
4. **PROJECT SCHEDULE.** CITY shall perform, or cause to be performed, all Phase One work according to the Work Plan, Budget, and Schedule attached as Exhibits.
5. **LIMITS ON DISTRICTS FUNDS.** Pursuant to the Ross Valley fee (Watershed Fee) and subject to the availability of funds, DISTRICT shall provide funding to CITY in accordance with the terms of this AGREEMENT in an amount not to exceed 30% of the total Eligible Costs of the PROJECT subject to the availability of funds. CITY shall only be entitled to DISTRICT funding for Eligible Costs, as defined in Subsection 6.1, above, and subject to Section 6, Subsection 6 below. DISTRICT’s obligations hereunder shall not at any time exceed the amount approved by the DISTRICT for the purpose and period stated in the approval. No additional funds shall be available under this AGREEMENT.
6. **ELIGIBLE COSTS.** Eligibility for DISTRICT funding for a flood control project, study, or design initiated by the CITY shall be limited under this AGREEMENT to Phase One of the PROJECT and shall be subject to the following general criteria:
  - 6.1 Compliance with the terms of the Watershed Fee ordinance adopted July 17, 2007 by the Board of Supervisors of the Marin County Flood Control and Water Conservation District
  - 6.2 Conformance with the list of projects in the Adopted 10-Year Work Plan and to the Adopted Principles and Goals of the PROGRAM
7. **FUNDING REQUEST APPROVAL.** The Scope of Work, Budget, and Schedule shall be incorporated into this AGREEMENT as Exhibit A. CITY shall notify the DISTRICT of any changes to Exhibit A. A change in Exhibit A, including any increase in the funds the DISTRICT is required to provide, is not valid unless approved by the DISTRICT in writing.
8. **INFORMATION REQUESTS.** CITY shall respond to and provide the DISTRICT with any requested PROJECT information within ten (10) working days of its request.
9. **COMPLIANCE WITH LAW.** In the performance of its obligations pursuant to this AGREEMENT, CITY shall comply with all applicable federal, state and local laws, ordinances and regulations in any manner affecting the performance of this AGREEMENT, and must at all times comply with such laws, ordinances, and regulations as they may be amended from time to time.

- 10. ENVIRONMENTAL COMPLIANCE.** CITY shall be solely responsible for obtaining, complying with, and implementing all environmental and regulatory permits necessary for the progress and completion of the PROJECT.
- 11. FINANCES.** All Eligible Costs charged to the DISTRICT shall be supported by properly prepared and documented time records, invoices, and/or vouchers. Invoices submitted by the CITY shall include the following information in the following manner:
- 11.1 Costs incurred for work performed in implementing the PROJECT during the period identified in the particular invoice.
- 11.2 Invoices shall meet the following format requirements:
- i. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
  - ii. Sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
  - iii. Each invoice shall clearly delineate those costs claimed for reimbursement from the DISTRICT and those costs that represent CITY costs, as defined in Section 4.
  - iv. Original signature and date (in ink) of CITY's Project Manager.
- 12. MONTHLY STATUS REPORTS.** CITY shall submit Monthly Status Reports to meet the DISTRICT's requirement for disbursement of funds. Monthly Status Reports shall, in part, provide a brief description of the work performed, milestones achieved, any accomplishments, any problems encountered, schedule status, and budget status in the performance of the work under this AGREEMENT during the reporting period.
- 13. RECORDS.** All checks, payrolls, invoices, contracts, vouchers, journal entries, work orders, or other accounting documents pertaining in whole or in part to the PROJECT shall be maintained by CITY for a period of 10 Years from the date of project completion, which is the DISTRICT's legal record retention period.
- 14. REIMBURSEMENTS.** Payment by the DISTRICT to the CITY will be made within thirty (30) days upon receipt by the DISTRICT of an acceptable invoice and all supporting documents, and a monthly status report.
- 15. ELIGIBLE COSTS.** CITY shall expend funds only on Eligible Costs, as defined in Subsection 6.1 and according to the criteria in Subsection 6.7 or as agreed to in writing by DISTRICT.
- 16. REPAYMENT OF INELIGIBLE COSTS.** DISTRICT shall not pay CITY for costs that are not considered Eligible Costs under this AGREEMENT or as agreed to in writing by DISTRICT.
- 17. AUDITS.** DISTRICT reserves the right to request an audit for any reason. If CITY is subject to third party financial audit requirements, copies of audits performed in fulfillment of such requirements shall be provided to the DISTRICT.
- 18. RIGHT TO WITHHOLD.** The DISTRICT may withhold funds if it determines that the CITY is not in compliance with the terms of this AGREEMENT or;
- 18.1 If DISTRICT determines that the PROJECT is not being implemented substantially in accordance with the provisions of this AGREEMENT, or the CITY has failed in any other respect to substantially comply with the provisions of this AGREEMENT, the adopted Principles and Goals of the PROGRAM, or the Adopted 10-Year Work Plan of Funding Agreement – Pump Station and Storm Drain Improvements in the Hillview Neighborhood

the PROGRAM, the DISTRICT shall immediately notify CITY in writing of any such failure and shall specify the required remedy. If CITY does not remedy any such failure to the DISTRICT'S satisfaction within ten (10) working days, DISTRICT may withhold from CITY all or any portion of the funding commitment and take any other action that it deems necessary to protect its interests.

18.2 If DISTRICT notifies CITY of its decision to withhold the entire funding amount pursuant to 18.1, this AGREEMENT shall terminate upon receipt of such notice by CITY and the DISTRICT shall no longer be required to provide funds under this AGREEMENT.

**19. RESCISSION OF AUTHORIZATION OF FUNDS.** DISTRICT reserves the right, at its discretion, to rescind any part or all of its authorization and therefore its obligation to contribute funds to the elements of the PROJECT that are rescinded by the DISTRICT.

## **20. TERMINATION**

20.1 **TERMINATION FOR CAUSE.** CITY agrees that, upon ten (10) working days written notice, DISTRICT may suspend or terminate all or part of the financial assistance provided herein for failure to correct a breach of this AGREEMENT.

20.2 **TERMINATION OF AGREEMENT.** CITY agrees that, upon ten (10) working days written notice, DISTRICT may suspend or terminate all or part of the financial assistance provided herein if for any reason the DISTRICT determines, at its sole discretion, the PROJECT is infeasible.

**21. CORRECTION OF BREACH.** For purposes under this section, a breach shall be defined as a violation of any section of this AGREEMENT. With respect to any breach, CITY shall have ten (10) working days from the date of notice of breach to cure the breach.

## **22. LIABILITY. INDEMNIFICATION AND GENERAL LIABILITY**

22.1 **Indemnification.** CITY shall indemnify, protect, defend and hold harmless the DISTRICT from and against any and all losses arising from or in connection with CITY'S performance of this AGREEMENT, including, but not limited to, the following: (a) a material breach of this AGREEMENT by CITY; (b) any personal injury or death caused, directly or indirectly, by any act or omission of CITY or its employees, sub-grantees or agents; (c) any loss of or damage to property caused, directly or indirectly, by any act or omission of CITY or its employees, sub-grantees or agents. The foregoing indemnity obligation shall not apply to losses arising from the sole negligence and willful misconduct of the DISTRICT. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys (including those incurred in-house), consultants and experts and related costs, and DISTRICT'S costs of investigating any claims made against DISTRICT.

22.2 **Duty to Defend; Notice of Loss.** CITY acknowledges and agrees that its obligation to defend the DISTRICT herein: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any loss which actually or potentially falls within the scope of the above stated section, regardless of whether the allegations asserted in connection with such loss are or may be groundless, false, or fraudulent; and (c) arises at the time the loss is tendered to CITY by the DISTRICT and continues at all times thereafter. The DISTRICT shall give CITY prompt notice of any loss

covered by the above stated Section and CITY shall have the right to defend, settle and compromise any such loss; provided, however, that the DISTRICT shall have the right to retain its own counsel at the expense of CITY if representation of DISTRICT by the counsel retained by CITY would be inappropriate due to conflicts of interest between the parties. DISTRICT'S failure to notify CITY promptly of any loss shall not relieve CITY of any liability unless such failure materially impairs CITY's ability to defend such loss. CITY shall seek the DISTRICT'S prior written consent to settle or compromise any loss if CITY contends that DISTRICT shares in liability with respect thereto.

**22.3 Incidental and Consequential Damages.** Losses covered under the above sections shall include any and all incidental and consequential damages resulting in whole or in part from CITY's acts or omissions. Nothing in this AGREEMENT shall constitute a waiver or limitation of any rights that DISTRICT may have under applicable law with respect to such damages.

**23. LIMITATION ON LIABILITY OF DISTRICT.** DISTRICT's liability obligations under this AGREEMENT shall be limited to the aggregate amount of funds actually disbursed by the DISTRICT hereunder. Notwithstanding any other provision contained in this AGREEMENT or any other document or communication relating to this AGREEMENT, in no event shall DISTRICT be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including lost profits, arising out of or in connection with this AGREEMENT, the grant funds, the grant plan or any activities performed in connection with this AGREEMENT.

**24. OBLIGATIONS.** Termination of this AGREEMENT will not invalidate the indemnification obligations of CITY to DISTRICT and/or obligations properly incurred by CITY before the termination date to the extent those obligations cannot be canceled.

**25. INTEGRATION.** This AGREEMENT represents the entire AGREEMENT of the PARTIES with respect to the subject matter thereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

**26. AMENDMENT.** Except as otherwise provided herein, this AGREEMENT may not be changed, modified or rescinded except in writing and approved by all parties hereto.

**27. INDEPENDENT AGENCY.** CITY performs the terms and conditions of this AGREEMENT as an entity independent of DISTRICT. CITY'S agents or employees shall not be agents or employees of DISTRICT. The CITY is acting in an independent capacity and is solely responsible for the PROJECT. Review or approval of all PROJECT-related documents by DISTRICT is solely for the purpose of proper administration of funds by DISTRICT and shall not be deemed to relieve or restrict CITY's responsibility for the preparation, submission, management, or control of the PROJECT.

**28. ASSIGNMENT.** The AGREEMENT may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

**29. BINDING ON SUCCESSORS, ASSIGNEES OR TRANSFEREES.** This AGREEMENT shall be binding upon the successor(s), assignee(s) or transferee(s) of CITY. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this AGREEMENT other than as provided above.



- 30. SEVERABILITY.** Should any part of this AGREEMENT be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decisions shall not affect the validity of the remainder of this AGREEMENT, which shall continue in full force and effect; provided that the remainder of this AGREEMENT can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
- 31. ACCEPTANCE OF DISTRICT FUNDS.** CITY does hereby declare that all written statements, representations, covenants, and materials submitted as a condition of this AGREEMENT are true and correct and does hereby accept DISTRICT funds and/or management, engineering, or administrative support, and agrees to all of the terms and conditions of this AGREEMENT, on the date by which both parties have executed the AGREEMENT, as indicated below.
- 32. RELATIONSHIP OF PARTIES.** CITY is acting in an independent capacity and is solely responsible for the contracting of consultant services, public outreach, preparation of the concept design, management of the preparation and on-time completion of the PROJECT, and the submission of all products of this PROJECT process to the DISTRICT as described above.
- 33. SUCCESSORS; NO THIRD-PARTY BENEFICIARIES.** Nothing in this AGREEMENT, whether express or implied, shall be construed to give any person or entity (other than the PARTIES hereto and their respective successors and assigns) any legal or equitable right, remedy or claim under or in respect of this AGREEMENT or any covenants, conditions or provisions contained herein.
- 34. RESOLUTION OF SIGNATORY AUTHORITY REQUIRED.** Upon request of DISTRICT, CITY shall deliver to DISTRICT a copy of the municipal resolution(s) authorizing the execution, delivery and performance of this AGREEMENT, certified as true, accurate and complete by the appropriate authorized representative of CITY.
- 35. SURVIVAL OF TERMS.** The obligations of CITY, the terms and duties agreed upon by CITY in this AGREEMENT shall survive and continue following expiration or termination of this AGREEMENT.

**Statement of Agreement**

It is mutually agreed and understood that, upon signing of this AGREEMENT:

The PARTIES agree to cooperate and coordinate efforts for Phase One planning and design, and Phase 2 construction, of the PROJECT.

**Contacts and Notices**

All notices under this AGREEMENT shall be in writing delivered to the parties by hand, by commercial courier service, or by United States mail, postage prepaid, addressed to the parties at the addresses set forth below or such other addresses as the parties may designate by notice.

For CITY: Julian Skinner  
Department of Public Works Director  
City of Larkspur  
400 Magnolia Avenue  
Larkspur, CA 94939  
jskinner@cityoflarkspur.org

For DISTRICT: Tony Williams  
Principal Civil Engineer  
Marin County Flood Control and Water Conservation District  
3501 Civic Center Drive, Room 304  
San Rafael, California 94903  
Phone: (415) 473-6215  
[twilliams@marincounty.org](mailto:twilliams@marincounty.org)

**Duration and Termination**

The terms of this AGREEMENT shall remain in full force and effect for 10 years from the date adopted and signed by both parties. This AGREEMENT may be renewed by the written, mutual consent of all parties.

DISTRICT:

CITY:

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

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Print Title

Approving as to form, by:

Approving as to form, by:

\_\_\_\_\_  
District Counsel

\_\_\_\_\_  
Town Attorney

**Exhibit A**

## PROJECT UNDERSTANDING

UNICO understands that the Client wishes UNICO to provide an analysis and design to redirect and mitigate the current storm drain discharge through the Hillview development. This task will require a field survey of the area to be improved (see figure below). The survey will include a boundary research and boundary survey to clearly establish the limits of the right of way along the streets as well as the easements that will be utilized to convey the storm drain. Also, a topographic survey of the surface roadway and utility improvements up to the back of sidewalk, as well as measurements down all sewer and storm drain manholes, accessible sewer clean-outs, and storm drain inlets. In addition to the field survey, UNICO will work with the City and other utility purveyors to obtain all of the available recorded information on the existing utilities within the project area. Once the information on the physical attributes of the storm drain system have been obtained, UNICO will supplement the drainage study prepared by Stetson Engineering for the adjacent Bon Air Bridge Mitigation project to properly assess the design flows within the system that are to be mitigated. Once the existing flows have been identified, UNICO will provide design alternatives to the City that meet the target flowrate set forth by the adjacent Bon Air Bridge pump station.



#### TASK A – BOUNDARY RESEARCH/SURVEY

UNICO will request map records for the City for the Hillview development. Once UNICO has obtained the latest maps, UNICO will survey the locations of the monuments identified within the recorded maps and establish the digital basemap for the project that will contain the record right of ways, property lines, and easements that will be utilized for the project.

#### TASK B – FIELD SURVEY

UNICO will conduct a field survey that will include the topographical and facility measurements identified above, to facilitate the design of the project. The deliverable for this task will be a hard copy of the topographic map.

#### TASK C – UTILITY RESEARCH

UNICO will contact all of the utility purveyors with facilities within the project area and obtain all of their available systems maps and as-built drawings. That information will then be added to the topographic map produced in Task B.

#### TASK D – SUPPLEMENTAL DRAINAGE REPORT

UNICO will provide a supplemental drainage report to accompany the report identified above, to serve as the basis of the existing design flows within the project areas drainage system. UNICO will utilize the Rational Method to be consistent with the existing report. Any other design approach will require an amendment to this proposal.

#### TASK E – CONCEPTUAL DESIGN

UNICO will provide up to two conceptual design alternatives that will provide the target mitigated flows provided by the City. The deliverable for this phase of the project will be an exhibit of the concept along with a written or verbal explanation of how the system meets the desired requirements.

#### TASK I – MEETINGS

UNICO has assumed four (4) meetings with the City during this project. Any additional meetings will be billed on a time and material basis.

#### TASK X - ADDITIONAL SERVICES

**T&M**

All tasks not explicitly identified above or those identified as exclusions below shall be considered extra services and outside of this scope of work. Any work required in addition to the items explicitly defined above will be billed on a time and material basis. Any additional revisions requested to Tasks B-D will be billed an additional 50% of the listed task fee.

#### BILLINGS

Clients shall be billed monthly for the work completed. Invoices not paid within thirty (30) days of the mailing date of the invoice are subject to a service charge of one and one-half percent (1½%) per month.

## EXCLUSIONS

- Survey legals, plats, or easements
- Payment of any associated fees for applications, permitting, plan processing, project research, etc.
- Landscape design
- Landscape cost estimating
- Geotechnical engineering
- Environmental services

## SUMMARY OF FEES

### TASK A. BOUNDARY RESEARCH/ SURVEY

Name	Hours	Rate	Total
CJ Smith	20	\$45.00	\$900.00
Ryan Thompson	40	\$55.45	\$2,218.00
<b>Direct Labor Cost</b>			<b>\$3,118.00</b>

### TASK B. FIELD SURVEY

Name	Hours	Rate	Total
Rob Markes	40	\$58.71	\$2,348.40
Ryan Thompson	40	\$55.45	\$2,218.00
<b>Direct Labor Cost</b>			<b>\$4,566.40</b>

### TASK C. UTILITY RESEARCH

Name	Hours	Rate	Total
Kelley Butcher	40	\$50.48	\$2,019.20
Brett Bourgeois	20	\$36.06	\$721.20
<b>Direct Labor Cost</b>			<b>\$2,740.40</b>

### TASK D. SUPPLEMENTAL DRAINAGE REPORT

Name	Hours	Rate	Total
Cesar Montes de Oca	4	\$57.70	\$230.80
Kelley Butcher	40	\$50.48	\$2,019.20
<b>Direct Labor Cost</b>			<b>\$2,250.00</b>

### TASK E. CONCEPTUAL DESIGN

Name	Hours	Rate	Total
Kelley Butcher	60	\$50.48	\$3,028.80
Cesar Montes de Oca	8	\$57.70	\$461.60

Brett Bourgeois	20	\$36.06	\$721.20
<b>Direct Labor Cost</b>			<b>\$4,211.60</b>

**TASK C. MEETING**

Name	Hours	Rate	Total
Kelley Butcher	9	\$50.48	\$454.32
<b>Direct Labor Cost</b>			<b>\$454.32</b>
<b>Total Direct Labor Cost</b>			<b>\$17,340.72</b>
<b>Overhead Rate (SHR)</b>		<b>110%</b>	<b>\$19,074.79</b>
<b>FEE</b>		<b>10%</b>	<b>\$3641.55</b>
<b>Total</b>			<b>\$40,057.06</b>