

## CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") is entered into to be effective as of May 17, 2016, ("Effective Date") by and between the following parties (sometimes referred to herein individually as "Party" and collectively as "Parties"): San Bernardino Valley Municipal Water District, a water district organized and incorporated under the California Municipal Water District Law of 1911 ("District"); and the Riverside-Corona Resource Conservation District ("RCRCD"). RCRCD agrees to furnish certain professional services to District, upon the following terms:

**JOB NAME:** Native Fish Raceways and Refugia Facilities for the Upper Santa Ana River Habitat Conservation Plan

**JOB NUMBER:** 1801

1. Term. The term ("Term") of this Agreement shall commence on the Effective Date and shall automatically terminate upon earlier of June 30, 2018, or the successful completion of Services, unless earlier terminated.

2. Consulting Services and Responsibilities. During the term of this Agreement, RCRCD shall provide professional services to the District, which shall include those services and activities specifically identified in the RCRCD's proposal for the Project, or such other services requested by District, each of which is attached to this Agreement as Exhibit "A", and by this reference incorporated herein ("Services"). All Services provided under this Agreement shall be performed in a manner consistent with current industry standards by individuals who possess the proper skill and knowledge necessary to effectively complete the Services. The performance of all Services and obligations hereunder shall be made in accordance with all federal, state and local laws, rules, regulations or ordinances applicable to the Services or obligations.

3. Additional Services. In the event additional services, which are not specifically included in Exhibit "A", are desired or needed, RCRCD shall identify and describe such additional services, including costs, schedule for completion and seek the written approval of District ("Additional Services"). The compensation paid to RCRCD for such Additional Services shall be mutually agreed upon in writing by the Parties prior to the performance of the Additional Services. RCRCD shall be solely responsible for the costs and expenses associated with any Additional Services, including Additional Services already performed, that have not been specifically agreed upon in writing by RCRCD and District. As used in this Agreement, the term "Services" shall include Additional Services.

4. Compensation and Expenses.

4.1 Compensation. As compensation for the Services to be rendered by RCRCD, District shall pay RCRCD an amount based on the time and materials incurred by RCRCD, inclusive of sub-consultants and miscellaneous expenses ("Compensation"), which amount shall not exceed Four Hundred Sixty Three Thousand Seven Hundred Thirty Six Dollars and Zero Cents (\$463,736.00) ("Maximum Fee"). RCRCD acknowledges and agrees that in no event shall RCRCD



receive or have a claim of any kind for any payment in excess of the Maximum Fee for any work, including Additional Services, performed under this Agreement, unless such amount exceeding the Maximum Fee is specifically approved in writing by District.

4.2 Invoices. Each quarter Services are rendered, RCRCDD shall deliver an invoice to District, for work actually performed, which shall include, at a minimum: (i) the project name; (ii) District's job number; (iii) RCRCDD's point of contact for billing questions; (iv) basis of billing; (v) total contract value; (vi) total billing to date; (vii) amount remaining in contract; and (viii) estimated percentage of completion at time of billing. Attached to each invoice, RCRCDD shall also include a monthly summary of work actually performed during the billing period. Provided there is no dispute with the invoice, District shall pay RCRCDD within thirty (30) calendar days of receiving the invoice. In the event District disputes an invoice, District shall provide a written explanation of the dispute to RCRCDD within thirty (30) calendar days of receiving the invoice. District and RCRCDD shall cooperate to resolve any disputed amount. District shall not be penalized for any reasonable dispute and shall not be obligated to pay any amount in dispute until a dispute has been resolved.

4.3 Expenses. District shall pre-approve in writing each reasonable and necessary expense that RCRCDD intends to seek reimbursement for, which expenses are directly related to the performance of the Services; provided, however, that any and all expenses included within RCRCDD's Proposed Draft Budget attached as Exhibit A, shall be deemed pre-approved in writing by the District. If pre-approved, such expenses for reasonable and necessary travel, lodging, or miscellaneous expenses incurred in the performance of this Agreement will be reimbursed to RCRCDD in accordance with District's general reimbursement policy. RCRCDD shall submit an invoice of all incurred expenses accompanied by adequate supporting documentation or transaction receipts. Invoices that fail to include reasonable supporting documentation or receipts will not be honored and District will have no obligation of any kind to reimburse RCRCDD for such expenses.

5. Project Data / Facilities Ownership. RCRCDD shall be exclusively responsible for obtaining from the appropriate sources, persons or third parties, all data and information necessary for the proper, timely and complete performance and satisfaction of the Services; provided, however that the District shall be responsible, with assistance provided by RCRCDD, to obtain any permits or approvals necessary beyond those already in the possession of RCRCDD, to translocate fish species. The Project facilities to be constructed and installed by RCRCDD on RCRCDD's real property shall be the exclusive property of RCRCDD during and after the end of the Term.

6. Work Product: Confidential Information.

6.1 Reserved.

6.2 Confidential Information. RCRCDD acknowledges that during the Term it may receive or have access to certain information, observations and data (including, but not limited to, trade secrets, designs, ideas, products, research, software, and financial data) concerning the business or affairs of District ("Confidential Information") which is, and shall remain the property of District. RCRCDD shall take all reasonably appropriate steps to safeguard Confidential Information and to

protect it against disclosure, misuse, espionage, loss and theft. RCRC D agrees that, except as may be required under law, it shall not disclose to any unauthorized person or use for its own purposes any Confidential Information without the prior written consent of District, unless and to the extent that the Confidential Information becomes generally known to and available for use by the public other than as a result of RCRC D's acts or omissions. If requested by District within sixty (60) calendar days of the end of the Term, RCRC D shall deliver to District at the termination or expiration of the Term, or at any other time District may request, all memoranda, notes, plans, records, reports, computers and computer records, printouts and software and other documents and data (and copies thereof) embodying or relating to the Confidential Information, work product (as discussed in 6.1) or the business of District, which RCRC D may then possess or have under its control. Neither party shall be liable for disclosure or use of Confidential Information which: (a) was known by the receiving party at the time of disclosure due to circumstances unrelated to this Agreement; (b) is generally available to the public without breach of this Agreement; (c) is disclosed with the prior written approval of the disclosing party; or (d) is required to be released by applicable law or court order (provided that disclosing Party is given prompt written notice thereof and is allowed to exhaust all reasonable legal remedies to maintain the confidentiality of the information).

7. Records. All records, documents or other instruments evidencing all labor costs, payroll costs or other expenses incurred in connection with RCRC D's performance of the Services shall be kept in a manner consistent with industry standards and practices and made available to District upon written request. Retention of the records contemplated by this Section 7 shall be retained for a period of no less than four (4) years from the date of final billing or termination of this Agreement, whichever shall first occur.

8. Reserved.

9. Independent Contractor.

9.1 Status. The Parties hereby acknowledge that in rendering the Services provided hereunder, RCRC D shall be deemed to be an independent contractor and shall not be deemed in any way an agent, partner or joint venturer of the District. RCRC D acknowledges and agrees that, as an independent contractor, it is solely responsible for the payment of any and all taxes and/or assessments imposed on account of payment to RCRC D or the performance of Services by RCRC D pursuant to this Agreement.

9.2 Agency Restrictions. RCRC D understands and agrees that RCRC D shall not represent itself to third parties to be the agent, employee, partner or joint venturer of the District. Furthermore, RCRC D shall not make any statements on behalf of or otherwise purporting to bind the District in any contract or otherwise related agreement. RCRC D further agrees and acknowledges that RCRC D does not have the authority to and shall not sign any contract on behalf of the District or any of its subsidiaries or affiliates. RCRC D shall not obligate the District or any of its subsidiaries or affiliates to do any other act that would bind the District or any of its subsidiaries or affiliates in any manner.



10. Further Assurances. RCRCDD shall furnish District with any documents or records within RCRCDD's care, custody and control that the District reasonably believes necessary to properly and timely carry out the Services. District shall first tender written notice to RCRCDD regarding any documents or records that it reasonably believes necessary to properly carry out the Services. RCRCDD shall then have ten (10) calendar days from the receipt of such notice to provide the District with the requested documents or records to extent that they are within RCRCDD's care, custody and control.

11. Abandonment or Termination. This Agreement may be terminated by either Party upon ten (10) days written notice. In the event the Project is terminated or abandoned before completion of the Services, all Services of RCRCDD shall immediately terminate. In the event of termination or abandonment, RCRCDD shall be compensated for the Services in proportion to the amount of work actually completed as of the termination date or date of abandonment. Notwithstanding the foregoing, in the event of telephone notification by the District's General Manager or the District representative listed in Section 15.5 to stop work, no further work shall be performed on any portion of the Project pending receipt of the written notification. The continuation of work after telephone notification to stop work shall be at RCRCDD's sole cost and expense, without the right to seek any form of reimbursement.

12. Indemnification. RCRCDD shall indemnify, defend and hold harmless the District and its agents, officers, directors and assigns, from and against any and all claims, damages, loss and expense, including attorneys' fees, awards, fines, penalties, judgments or appeals arising out of or related to its negligence, recklessness or willful misconduct in the performance of the Services and this Agreement; however, RCRCDD's indemnification obligations hereunder shall be limited by the insurance limits set forth in Section 13, below. RCRCDD's indemnification obligations contained in this Section 12 shall extend to all negligent acts or omissions of its officers, employees, agents or representatives.

The indemnification responsibility of RCRCDD, with respect to the Services shall exist and continue regardless of the extent to which District may have reviewed and approved the Services performed by RCRCDD, except that RCRCDD shall not be responsible for claims attributable to the Services in any case in which the claim is attributable to a decision made by District with respect to which RCRCDD and District have specifically agreed in writing that District shall be the responsible party. Further and notwithstanding anything to the contrary, RCRCDD shall not be obligated to indemnify and defend the District for claims arising out of or related to the negligence, recklessness or willful misconduct of the District, its agents, employees, officers, directors and assigns.

13. Liability and Insurance. RCRCDD shall assume responsibility and liability for any damage, loss or injury of any kind or nature whatsoever to any person or property, to the extent such damage, loss or injury was caused by or resulting from the negligence, recklessness or willful misconduct of RCRCDD, its officers, directors, employees, agents or representatives in connection with the performance of the Services under this Agreement.

RCRCDD shall, at its sole cost and expense, maintain in effect at all times during the performance of the Services, the greater of: (i) the coverage and limits of insurance described herein;



or (ii) such coverage and limits as is generally determined to be the general industry standards, which coverage shall be maintained with an insurance company licensed to do business in California and having a minimum A.M. Best rating of A-:VII, or better, and under forms of policies satisfactory to District.

RCRCD shall, at its sole cost and expense, procure and maintain in effect for the Term the following insurance policies, and to the extent permitted, naming District as an additional insured: (i) workers' compensation insurance, in such amounts and coverage as required by law, and employer's liability insurance policy of at least \$1,000,000 per occurrence; (ii) general liability insurance policy of at least \$1,000,000 per occurrence, and in the aggregate \$2,000,000; and (iii) automobile liability, or equivalent form, with a combined single limit of no less than \$1,000,000 per occurrence; such insurance shall include coverage for non-owned and hired automobiles and owned. The workers' compensation policy must include a waiver of RCRCD's right to recover from other endorsements.

Certificates evidencing such coverage and adding District as additional insured, where permitted, shall be delivered to District prior to the commencement of the Services by RCRCD under this Agreement. Such insurance shall provide no cancellation unless thirty (30) days' prior notice of such cancellation is given to District or ten (10) days notice in the event of cancellation for non-payment of premium. RCRCD agrees to timely pay the premiums as required and use its best efforts to maintain said insurance in effect for a period of at least two (2) years after completion of the Services under this Agreement.

Notwithstanding anything to the contrary, RCRCD may satisfy the foregoing insurance requirements under this Section 13 by maintaining coverage through its self-insured risk pool. If at any time RCRCD is no longer self-insured, then the foregoing insurance requirements shall apply.

14. Representations and Warranties. Each Party individually represents and warrants the following:

a. Each Party is duly organized, validly existing and in good standing under the laws of the state of formation or incorporation and has all requisite power and authority to conduct the business with which it conducts and proposes to conduct;

b. All action on the part of each Party necessary for the authorization, execution, delivery, and performance of this Agreement, and the consummation of the transactions contemplated herein, has been properly taken and obtained in compliance with applicable law;

c. Each Party has not entered into nor will either enter into any agreement (whether written or oral) in conflict with this Agreement or which would prevent a Party from performing its obligations under this Agreement; and

d. Each Party has the contacts and expertise, and will reasonably allocate its financial and time resources on a reasonable best efforts basis to enable it to perform its obligations hereunder.

15. Miscellaneous.

15.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they have related in any way to the subject matter hereof.

15.2 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and permitted assigns.

15.3 Succession. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns.

15.4 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

15.5 Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given two (2) business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

If to District: San Bernardino Valley Municipal Water District  
380 East Vanderbilt Way  
San Bernardino, CA 92408  
Attn: Heather Dyer  
Telephone: (909) 387-9256

If to RCRCDD: Riverside-Corona Resource Conservation District  
4500 Glenwood Drive #A  
Riverside, CA 92501  
Attn: Kerwin Russell  
Telephone: 951-683-7691

15.6 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California. Venue for any suit, action or proceeding shall exist exclusively in the courts having jurisdiction over the County of San Bernardino.

15.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.



15.8 Waivers. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent occurrence.

15.9 Amendment. Except as expressly provided otherwise herein, this Agreement may not be amended without the express written consent of both Parties.

15.10 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

15.11 Release of Information and Advertising. RCRCDD shall not, without the prior written consent of District, make any news release or other public disclosure regarding this Project.

15.12 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

15.13 Attorneys' Fees. If any legal action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, reasonable expert witness fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement on the date first written above.

**DISTRICT:**

**San Bernardino Valley Municipal Water District,  
a water district organized and incorporated under  
the California Municipal Water District Law of  
1911**

By: Douglas D. Headrick  
Name: Douglas D. Headrick  
Its: General Manager

**RCRCD:**

**Riverside-Corona Resource Conservation District**

By: Alfred B. Bennett  
Name: ALFRED B. BENNETT  
Its: president



## EXHIBIT "A"

### RCRCD OFF-SITE AQUATIC FACILITY



#### NATIVE FISH RACEWAYS AND REFUGIA PROPOSAL – SPRING 2016

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The Riverside-Corona Resource Conservation District (RCRCD) has secured a 10-acre off-site parcel of land to primarily conduct native fish research, conservation, management and translocation/reintroduction activities. The main reason for the purchase was to provide mitigation for impacts to sucker and native fish habitat. The district also designed, developed and manages a 10 acre aquatic and field operations facility at the foot of Mt. Rubidoux in Riverside for the last fifteen years, and has provided research in the areas of native fish reproduction, development, recruitment and life history. The RCRCD assisted with contaminant studies with the U.S. Fish and Wildlife Service on the Santa Ana Sucker from 2009 to 2012, and is currently building new facilities for an algae and fish impact study. The greenbelt facility will also be part of the upper SAR Habitat Conservation Plan (HCP).

Since 1953, the district has worked with private, local, state and federal landowners and managers on soil, water and wildlife resources management, using a number of conservation techniques to manage erosion and sedimentation, provide water conservation services, manage open space lands, aquatic environments and mitigation restoration projects within its 200,000 acre service area.

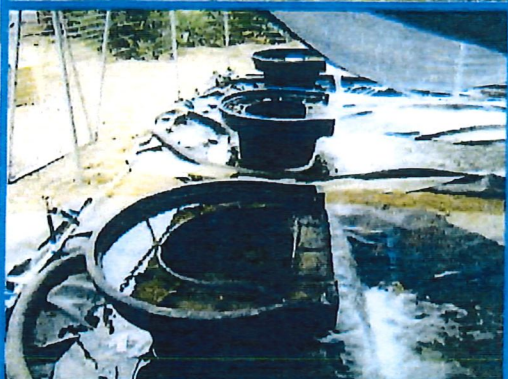
The RCRCD is in a unique position to work with landowners as a special district, while at the same time, providing permitted activities for native fish recovery, translocation and captive breeding. The Greenbelt Off-Site Native Fish Refugia property is being developed to provide both private and public landowners and managers with a site that can help met both conservation and mitigation needs, while increasing native fish populations, research information for use in recovery plans and assist mitigrants with conservation measures aimed at increasing habitat functions and values along with species management.

Facilities at the site will be designed to mimic those habitat conditions in tributary streams where native fish will eventually be released (trans-located). Runs (raceways) will be larger at the off-site facility due to additional lands available for this activity. Runs will average 300' in length, and 20' in width, with an average flow of over 800gpm using multiple pumps. The runs will also have chillers, which require cooling similar to that of an air conditioner during the summer to help keep summer temperatures low enough, along with shade and fence structures to prevent predation and trespass.

Estimated costs for the project will vary, depending upon need, with multi-year management and monitoring provided so that populations can be established and held over multiple years for multiple-site relocations. Design, installation and maintenance of the facility will be provide by the RCRCD, along with reporting and any required permitting. For questions about this project, please contact Kerwin Russell or Shelli Lamb at 951-683-7691, ext. 202 or 203.



Sample of created habitat in a larger raceway run. Larger boulders are used to mimic upland stream habitat where translocations would take place, as well as submergent and emergent native plants and streamside vegetation. Large flow capacity allows for reduced disease issues, more fish per length of run and healthier system components, (filter, pump, substrate macro-invertebrates, bio-filters).

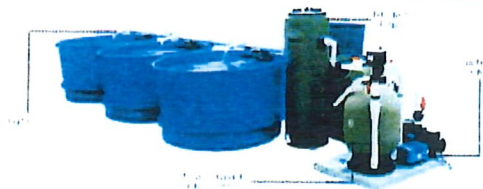


Similar bio-filtration units and pump suction lines to transfer water from the end of the run and pump box to the top of the raceway, will be used. Units run on 1hp pumps w/150gpm. But the off-site facility will have much larger capacities and flow rates.



Water quality and quantity monitoring will be conducted every week to determine the need for bacterial controls, feeding and other water quality issues related to native fish production. Reporting and permit compliance will also be provided by the RCRCD on an annual basis.

Quarantine tanks will also be used at the current facility and the offsite project to protect populations from disease or other environmental stressors if needed. Units are self-contained and can run on generator power if necessary. (2 total)





**Proposed Draft Budget – Double Unit (2), Multi-Pump Native Fish 30x300' Raceways**

Property Acquisition	\$55k/ac (.55ac) % of area for runs	\$ 30,250
Design and Permits	5days x \$75/hr.	\$ 3,000
Due Dilligence for Site	Phase I, title report, permit use	\$ 750
Grading (30'x300')	2days x 1,500	\$ 3,000
Electric (new lines for pumps)	\$85/LF x 150'	\$ 12,750
Back-up generator (1)	\$5,000 w/install	\$ 10,000
New water lines (to runs)	\$10/LF x 600'	\$ 6,000
Rock and Substrate	\$200/ton x 80	\$ 16,000
Liner (25x100)	\$3,825/roll x 6	\$ 22,950
Pumps	\$1,800 x 6	\$ 10,800
Fencing	\$20/LF x 720	\$ 14,400
Shade cloth	\$15/LF x 300	\$ 8,500
Shade cloth posts	\$6 ea. x 84	\$ 504
Concrete for posts	\$5/bag x 50	\$ 350
Fittings for posts	\$6ea x 2/post x 168	\$ 1,008
Bio-Filters	\$850 x 4	\$ 3,400
Water Return Pipes	\$550/100ft x 3 x 8	\$ 13,600
Water Chiller	\$4,500/plus installx2	\$ 9,500
Quarantine Units (2)	\$20,000 incl. install	\$ 40,000
Back-up Generator (60kw)	\$28k w/install	\$ 28,000
Water Meter Installation	Percentage to bring 2" permanent meter to site	\$ 2,500
Misc. Parts	Fittings, glue, tools	\$ 500
Sub-total of A		\$237,762.00*
<i>(if done separately from total, add 10% contingency and 20% admin)</i>		\$237,762.00
<b>Total Construction Costs:</b>		
<b>B. Operational Costs for 2 year period:</b>		
Water Use-- Combination of city and canal water	30,000gals. to fill, plus daily evaporation losses.	\$1.25/ccf x 40=\$100 to fill and \$154/mo. X 24 mos. = <b>\$3,696</b>
Electric (8-2hp pumps on 24hrs) and chiller use in summer.	.22/kwh = \$5.04/day x 8 = \$20.16/day x 760 days	\$945.60/mo. X 24 mos. = <b>\$30,597.00</b>
Electrical Associated Charges and fees (RPU).	Reliability Charge, State energy, tax, meter fee, PB Charge, Utility User Tax	\$375/mo x 24 mos. = <b>\$9,000</b>
Supplemental Food	Algae wafers/bio-controls	\$60/mo. X 24 = <b>\$1,440</b>
Staff/Maintenance for two years	\$65/hr. staff time x 10 hrs./week x 52x2	\$2,253/mo. X 24mo = <b>\$67,600</b>
Field surveys/Trans Plan Work	132.50/hr. x 50hrs	\$ 6,625.00
Sub-total of B		\$118,958.00
Subtotal of A+B		\$356,720.00
Contingency 10%		\$ 35,672.00
Admin 20%		\$ 71,344.00
* Costs are approximate at time of report, and good for 90 days. Some costs may increase depending upon scope of work and code requirements after 90 days.	<b>PROJECT TOTAL:</b>	<b>\$463,736.00</b>

# RCRCD OFF-SITE AQUATIC FACILITY



## NATIVE FISH RACEWAYS AND REFUGIA PROPOSAL – SPRING 2016

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Contingency 10%		\$ 35,672.00
Admin 20%		\$ 71,344.00
<b>* Costs are approximate at time of report, and good for 90 days. Some costs may increase depending upon scope of work and code requirements after 90 days.</b>	<b>PROJECT TOTAL:</b>	<b>\$463,736.00</b>