

**AGREEMENT FOR  
PROFESSIONAL ENGINEERING SERVICES  
(NON-FEDERAL FUNDING)**

This Agreement is entered into by and between the SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a political subdivision of the State of California, herein called "DISTRICT," and GEI Consultants, Inc., a corporation whose address is 2868 Prospect Park Drive, Suite 400, Rancho Cordova, CA 95670, herein called "ENGINEER." This Agreement shall be effective as of the date it is fully executed by the parties.

The department responsible for administering this Agreement is the San Luis Obispo County Department of Public Works ("Public Works"), and all written communications hereunder with the DISTRICT shall be addressed to the Director of Public Works ("Director").

**WHEREAS**, the DISTRICT has need for special services and advice with respect to the work described herein for an Integrated Regional Water Management Plan Update and possible related Grant Applications (hereafter, collectively the "Project"); and

**WHEREAS**, the ENGINEER warrants that it is specially trained, experienced, expert, and competent to perform such special services.

**NOW, THEREFORE**, the parties agree with the above recitals, and hereby further agree as follows:

**ARTICLE 1. PROJECT COMPONENTS.** The Project consists of two (2) components. The first is preparation of an update to the Integrated Regional Water Management Plan (hereafter, the "Update") and the second is the possible preparation of two (2) related Implementation Grant Applications, one (1) for the Proposition 84 Round 2 Application Cycle and one (1) for the Proposition 84 Round 3 Application Cycle (hereafter, individually "Grant Application" and collectively "Grant Applications"). The services associated with each Grant Application are to be provided by the ENGINEER at the sole and exclusive option of the DISTRICT as the need for said services is contingent upon a

number of factors, including, without limitation, identification of the agencies desiring to participate in the Grant Application(s) (hereafter, the "Project Proponents"), a determination of the number of projects to be included in each Grant Application and the DISTRICT obtaining a promise from the Project Proponents to reimburse the DISTRICT for their pro rata share of the cost of the Grant Application(s).

**ARTICLE 2. SCOPE OF WORK.** The ENGINEER shall, at its own cost and expense, provide all the services, equipment, and materials necessary to complete the work described in the ENGINEER's Scope of Work (hereafter, collectively "Work") attached hereto as Exhibit A. ENGINEER warrants and represents that said Work encompasses all professional engineering services necessary for the ENGINEER's completion of the Project. All Work shall be performed to the highest professional standard. ENGINEER shall not begin any Work on either Grant Application until ENGINEER receives specific written authorization from the DISTRICT to begin preparing that particular Grant Application. The District shall have until December 31, 2012 to authorize Work on the Round 2 Grant Application and until ninety (90) calendar days prior to the Round 3 Grant Application deadline published by the Department of Water Resources to authorize Work on that Grant Application.

**ARTICLE 3. TIME FOR COMPLETION OF WORK.** No Work shall be commenced on the Update prior to the ENGINEER's receipt of the DISTRICT's Notice to Proceed. All Work associated with the Update shall be completed no later than June 30, 2014 and all authorized Work associated with the Grant Application(s) shall be completed prior to the deadline(s) published by the Department of Water Resources; provided, however, that extensions of time may be granted in writing by the Director of Public Works of San Luis Obispo County, which said extensions of time, if any, shall be granted only for reasons attributable to inclement weather, acts of God, or for other cause determined in the sole discretion of the Director of Public Works of San Luis Obispo County to be good and sufficient cause for such extensions.

**ARTICLE 4. PAYMENT FOR SERVICES.**

A. **COMPENSATION.**

1. The DISTRICT shall pay to the ENGINEER as compensation in full for all Work required by this Agreement, with the exception of Work for Grant Applications, a sum not to exceed \$498,970.

2. Provided that the ENGINEER receives from the DISTRICT the authorization required by Article 2 of this Agreement to prepare each Grant Application, the DISTRICT shall pay to the ENGINEER as compensation in full for all Work required by this Agreement no more than \$62,876 per completed Grant Application. The compensation provided for herein is based on the inclusion by ENGINEER of up to four (4) projects in each Grant Application.

3. The ENGINEER's compensation shall be based on actual services performed and costs incurred at the rates set forth for each task in the ENGINEER's Cost Proposal attached hereto as Exhibit B. Progress payments will be made as set forth below based on compensable services provided and allowable costs incurred pursuant to this Agreement.

B. **REPORTS.** The ENGINEER shall submit to the DISTRICT, on a monthly basis, a detailed statement of all services performed and all Work accomplished under this Agreement since the ENGINEER's last monthly statement, including the number of hours of Work performed and the personnel involved. For the purpose of timely processing of invoices, the ENGINEER's invoices are not regarded as received until the monthly report is submitted. Any anticipated problems in performing any future Work shall be noted in the monthly reports. The ENGINEER shall also promptly notify the DISTRICT of any perceived need for a change in the scope of work, and an explanation as to why the ENGINEER did not include said work in the attached Scope of Work.

C. **INVOICES.** Billing invoices shall be based upon the ENGINEER's Cost Proposal, attached hereto as Exhibit B. Invoices shall detail the Work performed on each task and each project as applicable. Invoices shall follow a format based upon the Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due the DISTRICT including any equipment purchased under the provisions of Article 23 Equipment Purchase of this Agreement.

D. **ENGINEER'S ASSIGNED PERSONNEL.** All Work performed under this Agreement shall be performed by the ENGINEER's personnel identified in the

organizational chart, attached hereto as Exhibit C. Any changes to the any personnel designated on this organizational chart must be approved in writing by the DISTRICT's Project Manager.

**ARTICLE 5. ACCOUNTING RECORDS.**

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

B. The ENGINEER shall record costs in a cost accounting system which clearly identifies the source of all costs. Agreement costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to the DISTRICT. The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to the ENGINEER's cost accounting records.

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

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

**ARTICLE 6. NON-ASSIGNMENT OF AGREEMENT.** Inasmuch as this Agreement is intended to secure the specialized services of the ENGINEER, the ENGINEER may not assign, transfer, delegate, or sublet any interest herein without the prior written consent

of the DISTRICT and any such assignment, transfer, delegation, or sublease without the DISTRICT's prior written consent shall be considered null and void.

**ARTICLE 7. INSURANCE.** The ENGINEER, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of the ENGINEER's Work under this Agreement and acceptance by the DISTRICT. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the DISTRICT, its officers, employees, volunteers, and agents. For purposes of the insurance policies required hereunder, the term "DISTRICT" shall include officers, employees, volunteers, and agents of the San Luis Obispo Flood Control and Water Conservation District, California, individually or collectively.

A. **MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES.** The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the DISTRICT:

1. **COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL").**

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG0001) with policy limits not less than the following:

- \$1,000,000 each occurrence (combined single limit);
- \$1,000,000 for personal injury liability;
- \$1,000,000 aggregate for products-completed operations; and
- \$1,000,000 general aggregate.

The general aggregate limits shall apply separately to the ENGINEER's Work under this Agreement.

2. **BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL").** Policy shall

include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each occurrence, for bodily injury and/or property

damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. The ENGINEER shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of DISTRICT.

3. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC / EL")**. This policy shall include at least the following coverages and policy limits:

- a. Workers' Compensation insurance as required by the laws of the State of California; and
- b. Employer's Liability Insurance Coverage B with coverage amount not less than one-million (\$1,000,000) dollars each accident / Bodily Injury (herein "BI"); one-million (\$1,000,000) dollars policy limit BI by disease; and, one-million (\$1,000,000) dollars each employee BI by disease.

4. **PROFESSIONAL LIABILITY INSURANCE POLICY ("PL")**. This policy shall cover damages, liabilities, and costs incurred as a result of the ENGINEER's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One-Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Agreement and for two (2) years thereafter with respect to incidents which occur during the performance of this Agreement). The ENGINEER shall notify the DISTRICT if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

B. **DEDUCTIBLES AND SELF-INSURANCE RETENTIONS**. Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by the ENGINEER and approved by the DISTRICT before Work is begun pursuant to this Agreement. At the option of the DISTRICT, the ENGINEER shall either reduce or eliminate such deductibles or self-insured retentions as respect the DISTRICT, its officers, employees, volunteers, and agents, or shall provide a financial guarantee satisfactory to the DISTRICT guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

C. **ENDORSEMENTS.** All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

1. A “Cross Liability”, “Severability of Interest” or “Separation of Insureds” clause (CGL & BAL);
2. The San Luis Obispo Flood Control and Water Conservation District, its officers, employees, volunteers, and agents are hereby added as additional insureds with respect to all liabilities arising out of the ENGINEER’s performance of Work under this Agreement (CGL & BAL); prior to beginning Work on either Grant Application, all Project Proponents, their officers, employees, volunteers, and agents shall be added as additional insureds with respect to all liabilities arising out of the ENGINEER’s performance of any Work associated with the preparation of the Grant Application (CGL & BAL);
3. If the insurance policy covers an “accident” basis, it must be changed to “occurrence” (CGL & BAL);
4. This policy shall be considered primary insurance with respect to any other valid and collectible insurance DISTRICT may possess, including any self-insured retention DISTRICT may have, and any other insurance DISTRICT does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL, & PL);
5. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) calendar days prior to the effective date of such reduction or cancellation to DISTRICT at the address set forth below (All Policies);
6. The ENGINEER and its insurers shall agree to waive all rights of subrogation against the DISTRICT, its officers, employees, volunteers, and agents for any loss arising under this Agreement (CGL); and
7. Deductibles and self-insured retentions must be declared (All Policies).

D. **ABSENCE OF INSURANCE COVERAGE.** The DISTRICT may direct the ENGINEER to immediately cease all activities with respect to this Agreement if it determines that the ENGINEER fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of Work and change of insurance shall be

considered the ENGINEER's delay and expense. At the DISTRICT's discretion, under conditions of lapse, the DISTRICT may purchase appropriate insurance and charge all costs related to such policy to the ENGINEER.

**E. PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION.**

Prior to commencement of Work under this Agreement, and annually thereafter for the term of this Agreement, the ENGINEER, or each of the ENGINEER's insurance brokers or companies, shall provide the DISTRICT a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for the ENGINEER shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

Courtney Howard, Public Works Department  
RE: IRWM Plan Update  
Room 207, County Government Center  
San Luis Obispo CA 93408

**ARTICLE 8. INDEMNIFICATION.**

A. The ENGINEER shall defend, indemnify and hold harmless the DISTRICT, its officers, agents, and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities, or other losses (hereafter, collectively "claims") that may be asserted by any person or entity, and that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ENGINEER. The parties agree that, in addition to the ENGINEER's general and professional duties of care, the ENGINEER has a duty of care to act in accordance with the terms of this Agreement. In addition to whatever other acts or omissions of ENGINEER that constitute negligence, recklessness, or willful misconduct under applicable law, the parties acknowledge that any act or omission of the ENGINEER that causes any damages, and constitutes a breach of any duty under, or pursuant to, this Agreement, shall at a minimum constitute negligence (and may constitute recklessness or willful conduct if so warranted by the facts).

B. The preceding paragraph applies to any and all such claims, regardless of the nature of the claim or theory of recovery. For purposes of the paragraphs found in this Article of the Agreement, "ENGINEER" shall include the ENGINEER, and/or its agents, employees, subcontractors, or other independent contractors hired by, or working under, the ENGINEER.

C. It is the intent of the parties to provide the DISTRICT the fullest indemnification, defense, and "hold harmless" rights allowed under the law. No provisions of this Agreement shall be construed in a manner that would constitute a waiver or modification of Civil Code section 2782.8. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect. Nothing contained in this Agreement shall be construed to require the ENGINEER to indemnify the DISTRICT against any responsibility or liability in contravention of Civil Code 2782.8.

#### **ARTICLE 9. ENGINEER'S RESPONSIBILITY FOR ITS WORK.**

A. The ENGINEER has been hired by the DISTRICT because of the ENGINEER's specialized expertise in performing the Work described in the attached Scope of Work, Exhibit A. The ENGINEER shall be solely responsible for such Work. The DISTRICT's review, approval, and/or adoption of any designs, plans, specifications, or any other Work shall be in reliance on the ENGINEER's specialized expertise and shall not relieve the ENGINEER of its sole responsibility for the Work. The DISTRICT is under no duty or obligation to review or verify the appropriateness, quality, or accuracy of any designs, plans, specifications, or any other Work, including but not limited to, any methods, procedures, tests, calculations, drawings, or other information used or created by the ENGINEER in performing any Work under this Agreement.

B. All information which the ENGINEER receives from the DISTRICT should be independently verified by the ENGINEER. The ENGINEER should not rely upon such information unless it has independently verified its accuracy. The only exception to the foregoing arises when the DISTRICT has expressly stated in writing that certain information may be relied upon by the ENGINEER without the ENGINEER's independent verification. In such event, the ENGINEER is still obliged

to promptly notify the DISTRICT whenever the ENGINEER becomes aware of any information that is inconsistent with any information which the DISTRICT has stated may be relied upon by the ENGINEER.

C. Pursuant to the provisions of this Article, the ENGINEER is responsible for all Work under this Agreement, including the work performed by any subcontractors or any other independent contractors which ENGINEER hires or contracts with regarding the Work.

**ARTICLE 10. INSURANCE AND INDEMNIFICATION AS MATERIAL PROVISIONS.**

The parties expressly agree that the indemnification and insurance clauses in this Agreement are an integral part of the performance exchanged in this Agreement. The compensation stated in this Agreement includes compensation for the risks transferred to the ENGINEER by the indemnification and insurance clauses.

**ARTICLE 11. ENGINEER'S ENDORSEMENT ON REPORTS, ETC.** The ENGINEER shall endorse all reports, maps, plans, documents, materials, and other data in accordance with applicable provisions of the laws of the State of California.

**ARTICLE 12. DOCUMENTS, INFORMATION AND MATERIALS OWNERSHIP.**

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

**ARTICLE 13. TERMINATION OF AGREEMENT WITHOUT CAUSE.** The DISTRICT may terminate this Agreement at any time by giving the ENGINEER thirty (30) calendar days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the

effective date of such termination. Other than payments for services satisfactorily rendered prior to the effective date of said termination, the ENGINEER shall be entitled to no further compensation or payment of any type from the DISTRICT.

**ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE.** If the ENGINEER fails to perform the ENGINEER's duties to the satisfaction of the DISTRICT; or if the ENGINEER fails to fulfill in a timely and professional manner the ENGINEER's obligations under this Agreement; or if the ENGINEER violates any of the terms or provisions of this Agreement; or if the ENGINEER, or the ENGINEER's agents or employees fails to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the DISTRICT, then the DISTRICT shall have the right to terminate this Agreement effective immediately upon the DISTRICT giving written notice thereof to the ENGINEER. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. The ENGINEER shall be paid for all Work satisfactorily completed prior to the effective date of such termination. If the DISTRICT's termination of the Agreement for cause is defective for any reason, including but not limited to the DISTRICT's reliance on erroneous facts concerning the ENGINEER's performance, or any defect in notice thereof, this Agreement shall automatically terminate without cause thirty (30) calendar days following the DISTRICT's written notice of termination for cause to the ENGINEER, and the DISTRICT's maximum liability shall not exceed the amount payable to the ENGINEER under Article 13 above.

**ARTICLE 15. COMPLIANCE WITH LAWS.** The ENGINEER shall comply with all Federal, State, and local laws and ordinances that are applicable to the performance of the Work of this Agreement. This includes compliance with prevailing wage rates and their payment in accordance with the California Labor Code. The ENGINEER acknowledges that labor performed on site to support any Work required under this Agreement is a public work within the meaning of Labor Code Section 1720. The ENGINEER will comply, or cause its subconsultant(s) to comply, with the provisions of Labor Code Section 1774.

**ARTICLE 16. COVENANT AGAINST CONTINGENT FEES.** The ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working for the ENGINEER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percent, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the DISTRICT shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**ARTICLE 17. DISPUTES & CLAIMS.**

A. **NOTICE OF POTENTIAL CLAIM.** The ENGINEER shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the DISTRICT, or for the happening of any event, thing, occurrence, or other cause, unless the ENGINEER has provided the DISTRICT with timely written Notice of Potential Claim as hereinafter specified. The written Notice of Potential Claim shall set forth the reasons for which the ENGINEER believes additional compensation will or may be due, the nature of the cost involved, and, insofar as possible, the amount of the potential claim. The said notice as above required must have been given to the DISTRICT prior to the time that the ENGINEER shall have performed the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the DISTRICT, or in all other cases within fifteen (15) calendar days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim. It is the intention of this paragraph that differences between the parties relating to this Agreement be brought to the attention of the DISTRICT at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The ENGINEER hereby agrees that it shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing, or occurrence for which no written Notice of Potential Claim as herein required was filed with the DISTRICT Director of Public Works.

B. **PROCESSING OF ACTUAL CLAIM.** In addition to the above requirements for Notice of Potential Claim, a detailed, Notice of Actual Claim must be submitted in

writing to the DISTRICT on or before the date of final payment under this Agreement. All such claims shall be governed by the procedures set forth in section 20104.2 and 20104.4 of the Public Contract Code, except that the word “claim” as used in said sections shall be construed as referring to any claim relating to this Agreement. The ENGINEER shall not be entitled to any additional compensation unless the ENGINEER has (1) provided the DISTRICT with a timely written Notice of Actual Claim and (2) followed the procedures set forth in Public Contract Code section 20104.2 and 20104.4.

C. **CLAIM IS NO EXCUSE.** Neither the filing of a Notice of Potential Claim or of a Notice of Actual Claim, nor the pendency of a dispute or claim, nor its consideration by the DISTRICT, shall excuse the ENGINEER from full and timely performance in accordance with the terms of this Agreement.

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

**ARTICLE 19. ENTIRE AGREEMENT AND MODIFICATION.** This Agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. The ENGINEER shall be entitled to no other compensation and/or benefits than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. Any changes increasing the ENGINEER’s compensation and/or benefits must be approved by the DISTRICT’s Board of Supervisors; any other changes may be signed by the County Director of Public Works on behalf of the DISTRICT. The ENGINEER specifically acknowledges that in entering into and executing this Agreement, the ENGINEER relies solely upon the provisions contained in this Agreement and no others. To the extent there is any

inconsistency between the text in the body of this Agreement and anything in any of the Exhibits attached hereto, the text in the body of this Agreement shall prevail.

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

**ARTICLE 21. WARRANTY OF ENGINEER.** The ENGINEER warrants that the ENGINEER and each of the personnel employed or otherwise retained by the ENGINEER for Work under this Agreement are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

**ARTICLE 22. SUBCONTRACTORS.**

A. Other than Work designated in Exhibits A and B to be performed by other persons or entities, the ENGINEER shall perform the Work contemplated with resources available within its own organization and no portion of the Work shall be subcontracted without written authorization by the DISTRICT. In the event the DISTRICT provides written authorization for Work to be performed by a subcontractor, the use of the words “subcontractor” and “subcontract” in this Article shall refer to such authorized subcontracting to a subcontractor of the first tier or any other tier. The terms “subcontract” and “subcontractor” include any and all contracts or arrangements by which ENGINEER hires or enters into a contract with any subconsultants regarding any Work.

B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the DISTRICT and any subcontractors, and no subcontract shall relieve the ENGINEER of its responsibilities and obligations hereunder. The ENGINEER agrees to be as fully responsible to the DISTRICT for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the ENGINEER. The ENGINEER's obligation to pay its subcontractors is an

independent obligation from the DISTRICT's obligation to make payments to the ENGINEER.

C. Any subcontract entered into by the ENGINEER relating to this Agreement, shall bind the subcontractor to all of the provisions of this Article by incorporating the provisions of this Article in any such subcontract, and substituting the name of the subcontractor in place of the word "ENGINEER" where it appears in this Article.

D. Any substitution of subcontractors must be approved in writing by the DISTRICT's Project Manager in advance of assigning work to a substitute subcontractor.

### **ARTICLE 23. EQUIPMENT PURCHASE.**

A. Prior authorization in writing, by the DISTRICT's Project Manager, shall be required before the ENGINEER enters into any unbudgeted purchase order or subcontract exceeding \$5,000 for equipment. The ENGINEER shall provide an evaluation of the necessity or desirability of incurring such costs and three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

B. Any equipment purchased as a result of this Agreement is subject to the following: "The ENGINEER shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the DISTRICT shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, the ENGINEER may either keep the equipment and credit the DISTRICT in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established DISTRICT procedures; and credit the DISTRICT in an amount equal to the sales price. If the ENGINEER elects to keep the equipment, fair market value shall be determined at the ENGINEER's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the DISTRICT and the ENGINEER, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the DISTRICT."

**ARTICLE 24. APPLICABLE LAW AND VENUE.** This Agreement has been executed and delivered in the State of California and the validity, enforceability, and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

**ARTICLE 25. NOTICES.** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the DISTRICT at:

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

and to the ENGINEER:

Mr. Michael Cornelius, Project Manager  
GEI Consultants, Inc.  
2868 Prospect Park Drive, Suite 400  
Rancho Cordova, CA 95670

**ARTICLE 26. COST DISCLOSURE - DOCUMENTS AND WRITTEN REPORTS.** Pursuant to Government Code section 7550, if the total cost of this Agreement is over \$5,000, the ENGINEER shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The Agreement and subagreement numbers and dollar amounts shall be contained in a separate section of such document or written report.

**ARTICLE 27. CONFIDENTIALITY OF DATA.**

A. All financial, statistical, personal, technical, or other data and information relative to the DISTRICT's operations, which are designated confidential by the DISTRICT and made available to the ENGINEER in order to carry out this Agreement, shall be protected by the ENGINEER from unauthorized use and

disclosure, and shall not be made available to any individual or organization by the ENGINEER without the prior written approval of the DISTRICT.

B. Permission to disclose information on one occasion, or public hearing held by the DISTRICT relating to this Agreement, shall not authorize the ENGINEER to further disclose such information, or disseminate the same on any other occasion.

C. All information related to the construction estimate is confidential, and shall not be disclosed by the ENGINEER to any entity other than the DISTRICT.

**ARTICLE 28. RESTRICTIVE COVENANT.** The ENGINEER agrees that it will not, during the continuance of this Agreement, perform or otherwise exercise the services described in Exhibit A for anyone except for the DISTRICT, unless and until the DISTRICT waives this restriction.

**ARTICLE 29. QUALITY CONTROL AND QUALITY ASSURANCE.** The ENGINEER shall provide a description of its Quality Control procedure. The process shall be implemented for all facets of Work and a QC-QA statement and signature shall be placed on all submittals to the DISTRICT.

**ARTICLE 30. CLAIMS FILED BY DISTRICT'S CONSTRUCTION CONTRACTOR.**

A. If claims are filed against the DISTRICT by the DISTRICT's construction contractor or any other third party that relates in any way to any subject, plans, designs, or other Work within the ENGINEER's Scope of Work under this Agreement, and additional information or assistance from the ENGINEER's personnel is requested by the DISTRICT in order to evaluate or defend against such claims, the ENGINEER agrees to cooperate with and provide timely response to any reasonable requests for information submitted to the ENGINEER by the DISTRICT relating to such claims. To the extent the information requested by the DISTRICT only seeks copies of documents or other factual information relating to Work performed by the ENGINEER, the ENGINEER will only be compensated for any clerical costs associated with providing the DISTRICT the requested factual information.

B. The ENGINEER's personnel that the DISTRICT considers essential to assist in defending against such claims will be made available for consultation with the

DISTRICT upon reasonable notice from the DISTRICT. In the event the expert opinions of the ENGINEER's personnel is sought by the DISTRICT through such consultation or through testimony, and only in such event, such consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the ENGINEER's personnel services under this Agreement. In the event the testimonies of any of the ENGINEER's personnel are sought by another party, the ENGINEER reserves the right to charge other party a different rate for deposition or trial testimony.

C. Services of the ENGINEER's personnel in connection with the DISTRICT's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this agreement in order to finally resolve the claims.

D. Any subcontract entered into by the ENGINEER relating to this Agreement, shall bind the subcontractor to all of the provisions of this Article by incorporating the provisions of this Article in any such subcontract, and substituting the name of the subcontractor in place of the word "ENGINEER" where it appears in this Article.

#### **ARTICLE 31. CONFLICT OF INTEREST.**

A. The ENGINEER shall disclose any financial, business, or other relationship with the DISTRICT that may be affected by the outcome of this Agreement, or any ensuing DISTRICT construction project. The ENGINEER shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing DISTRICT construction project, which will follow.

B. The ENGINEER hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

C. Any subcontract entered into by the ENGINEER relating to this Agreement, shall bind the subcontractor to all of the provisions of this Article by incorporating the provisions of this Article in any such subcontract, and substituting the name of the subcontractor in place of the word "ENGINEER" where it appears in this Article.

D. The ENGINEER hereby certifies that neither the ENGINEER, nor any firm affiliated with the ENGINEER will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from

this Agreement. An affiliated firm is one, which is subject to the control of one or more of the same persons through joint-ownership, or otherwise.

E. Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this Agreement shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement.

**[SIGNATURES TO FOLLOW ON NEXT PAGE]**

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

**SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chairperson of the Board  
San Luis Obispo County Flood Control and  
Water Conservation District  
State of California

**ATTEST:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
County Clerk and Ex-Officio Clerk of the  
Board of Supervisors, County of San Luis Obispo,  
State of California

**ENGINEER**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGAL EFFECT:**

RITA L. NEAL  
County Counsel

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy County Counsel

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

COUNTY OF SAN LUIS OBISPO

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chairperson of the Board  
County of San Luis Obispo  
State of California

ATTEST:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
County Clerk and Ex-Officio Clerk of the  
Board of Supervisors, County of San Luis Obispo,  
State of California

ENGINEER

By: Naser J. Bateni Date: 11/21/12  
Name: Naser J. Bateni  
Title: Senior Vice President

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL  
County Counsel

By: \_\_\_\_\_ Date: November 20, 2012  
Deputy County Counsel

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# Scope of Services

This scope describes the specific tasks that will be performed in a manner consistent with the approach described in the District’s October 2012 IRWM Plan Update and Grant Application Development Proposal to address elements of the Grant Work Plan shown in Table 1.

Table 1: Specific Scope Tasks

Task #	Description	Additional Information
1.1–1.4	Governance	Outside scope of work.
1.5	Governance	Add discussion of Governance to updated IRWM Plan.
2	Region Description	The Countywide Master Water Report (MWR) will be a key reference for updating this section. The GEI Team will coordinate County GIS, agricultural and planning staff and local agencies to use the tools developed (i.e. spreadsheets) for the MWR to update agricultural, rural and urban water demand information (excluding the Paso Robles Groundwater Basin and its surrounding watersheds).
3–15	Various Plan Sections	No additional information.
16–17	Stakeholder and DAC Involvement	Since stakeholder/DAC meetings are identified in various tasks, include creation of a schedule that complies with key meeting dates.
18	Watershed Planning	The results of the focused study will need to be incorporated into the overall IRWM Plan update as noted in various Tasks (e.g. ,Task 2.2). Monitoring of the progress of this project for overall scheduling purposes should be included.
19.1	SNMP Needs	District will lead this effort with Consultant support.
19.2–19.5	SNMP/Recycled Water Planning	The results of the focused studies will need to be incorporated into the overall IRWM Plan update as noted in various Tasks (e.g., Task 2.2). Monitoring the progress of these projects for overall scheduling purposes should be included.
20	Compile IRWM Plan	We will provide the draft plan for RMG and public review. We will prepare a Final IRWM Plan for agency adoption. We will provide technical support during RWMG agencies' presentation of the Plan to their governing bodies.
21	Grant Project Management	District will lead this effort with Consultant support.
22	Technical Review & QA/QC	New Task to provide Quality Assurance and Quality Control for all work products.
23 (optional task)	Prepare Implementation Grant Application	Prepare Implementation Grant Application, including fiscal analysis, for up to four projects.

This scope reflects the approved Grant Work Plan as well as the organizational structure reflected in the proposed interagency MOU on the WRAC agenda of October 3, 2012. In addition, this Scope of Services describes progress reports, a final report, and other deliverables to be prepared. Approximate numbers of meetings per task are estimated and are consistent with the budget. Linkages between tasks are fully explained to show how the product of a task will be used in subsequent tasks and ultimately in the update or development of the IRWM Plan. The tasks are organized as follows:

- Task 1.17 – Update key Plan sections
- Task 18 – Watershed Study (outside scope of this scope of work, but progress will be monitored and results incorporated into the Revised IRWM Plan)
- Task 19.1 – Region-wide Salt and Nutrient and Recycled Water Planning (led by County with Consultant Support)
- Tasks 19.2 to 19.5 – SNMP development and groundwater model development in specific subareas (outside scope of this scope of work, but progress will be monitored and results incorporated into the Revised IRWM Plan)
- Task 20 – Compile and prepare draft and final Plan
- Task 21 – Project and Grant Administration
- Task 22 – Technical Review and QA/QC

For consistency with the approved planning grant we have retained the numbering system in the application and noted the sections not covered in our scope of services.

- Task 23 (Optional Task) – Prepare Implementation Grant Application

All work will be performed to produce and update the IRWM Plan in compliance with the State IRWM Plan Guidelines, including the 2012 Guidelines.

## **TASK 1 – UPDATE GOVERNANCE SECTION**

Tasks 1.1 through 1.4 of the approved Grant Work Plan have been completed, are in progress, or are the responsibility of the County to complete. We will incorporate a summary, including appropriate graphics, of Tasks 1.1 through 1.4 in the revised IRWM Plan pursuant to Task 1.5. Materials to be supplied by the District are noted below as County Deliverables.

### **Task 1.1 Identify IRWM Sub-regional Subcommittee Participants**

#### **COUNTY DELIVERABLES:**

Sub-regional Subcommittee membership list with agency and primary contact information for inclusion in the revised IRWM Plan.

### **Task 1.2 Define Governance Structure**

#### **COUNTY DELIVERABLES:**

The County will provide the definition of and basis for San Luis Obispo IRWM planning governance, including up to date mapping of San Luis Obispo IRWM planning sub-regions. County will propose establishment of a Regional Water Management Group (RWMG).

## **Task 1.3 Develop RWMG MOU and Participation Agreements**

### **COUNTY DELIVERABLE:**

The County will provide RWMG MOU and Sub-regional Subcommittee participation agreements.

## **Task 1.4 Establish RWMG**

### **COUNTY DELIVERABLES:**

The County will provide a RWMG membership list with agency and primary contact information as well as a discussion of the basis and reasoning for RWMG membership, including potential future membership needs, if any.

## **Task 1.5 Compile Governance Section**

We will develop the Governance section of the IRWM Plan Update based on information developed in Tasks 1.1 through 1.4. We will compile and prepare the draft Governance section and revise and discuss our results with the WRAC, Sub-regional Subcommittees, and the RWMG before preparing a final version.

### **GEI DELIVERABLES:**

- Draft Governance section that provides a comprehensive description of the San Luis Obispo IRWM RWMG's governance, roles and responsibilities, and decision-making process.
- Final Governance section.

## **Anticipated Task 1 Meetings**

We anticipate discussion of Governance issues at the kickoff meeting with the District. No meetings specifically for discussion of Governance issues are anticipated. Governance issues will be incorporated into RWMG and Sub-regional review of the draft update IRWM Plan.

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## **TASK 2. UPDATE REGIONAL DESCRIPTION**

In Task 2, we will update the Regional Description section and maps in the existing IRWM Plan listed in the approved planning grant. The three primary areas of updates include:

1. Update and present the IRWM plan information by sub-region, when and where appropriate.
2. Incorporate updated regional information from the Proposition 50 funded studies.
3. Incorporate updated regional information from the focused studies identified in the approved planning grant and discussed under Tasks 15, 18, and 19.

The Countywide Master Water Report will be used as a key reference for developing the updated Regional Description.

## **Task 2.1 Update Region Description**

We will update the Region Description of the IRWM 2007 Plan to include the various plans prepared by the County, water districts, and other interests. These plans will include, but not be limited to; regional data compilation and management plans; flood control and groundwater management plans; habitat conservation plans; urban water

management plans; water master and land use plans; federal, state, and local agency water supply and water quality assessments; service area; and other boundary maps.

**GEI DELIVERABLES:**

List of available source documents for updating the Region Description.

## **Task 2.2 Compile Expanded Region Description Information**

We will compile and incorporate several focused studies that will contribute new information to the Region Description section from the following IRWM Tasks:

- Task 15 will result in a discussion of likely climate change impacts on the region and its water resources, along with the region’s vulnerabilities to climate change.
- Task 18 will provide updated information regarding watershed conditions in the region.
- Tasks 19.1 and 19.2 will provide updated information regarding salt and nutrient needs and conditions in the region.
- Tasks 19.3 and 19.4 will provide groundwater information of the Paso Robles and Santa Maria groundwater basins.
- Task 19.5 will provide recycled water infrastructure feasibility for the region.

We understand the information from the focused studies will not be available for incorporation into the Regional Description until September 2013; therefore, this portion of the Region Description will not be completed until after that information is available.

**GEI DELIVERABLES:**

- Revise list of available sources of information to include focused studies.
- Summaries of focused studies to be incorporated into the revised IRWM Plan.

## **Task 2.3 Update and Develop New Maps in the Region Description**

We will review the existing IRWM Plan maps and develop new maps to better represent the updated and expanded Region Description including:

- Maps to depict the agency boundaries for water supply, wastewater, flood protection, and land use.
- Maps showing locations of disadvantaged communities at the census block level and Native American tribal lands.
- Updated neighboring IRWM approved regions from the Region Acceptance Process.
- Other characteristics that help communicate the characteristics of the region.

The maps will be organized by sub-region when most effective for presentation of the information. We will work with Sub-regional Subcommittees in updating the maps for their sub-regions. The maps will be consolidated and presented for the broader IRWM region, where appropriate. We will collaborate with the County in the effort for updating the regional maps. These maps will be posted on the GIS Web Viewer as described in the Project Approach for use by the Project participants.

**GEI DELIVERABLES:**

Updated Sub-regional and Regional Maps.

**Task 2.4 Compile Region Description Section**

We will prepare an updated Region Description section that provides a comprehensive description of San Luis Obispo County, including the jurisdictional and physiographic boundaries, water supply/demand and quality information, water infrastructure, land use information, environmental resources, demographic characteristics, and areas susceptible to sea-level rise as a result of climate change.

The Region Description section of the IRWM Plan Update will be based on information developed in Tasks 2.1 through 2.3. In developing the Regional Section we will coordinate with the County staff and local agency staff to use the tools developed for GIS based and spreadsheet analysis to update agricultural, rural, and urban water demand information. In areas where this water demand information has been developed and formally accepted (the Paso Robles Groundwater basin) we will use adopted sources.

The Draft Region Description section of the IRWM Plan Update will be provided to and discussed with the RWMG and Sub-Regional subcommittees. Comments from the RWMG and Regional Subcommittees will be incorporated into the final Sub-Regional Description.

**GEI DELIVERABLES:**

- Draft Updated Region Description section that provides a comprehensive description of the San Luis Obispo County.
- Final Region Description section.

**Anticipated Task 2 Meetings**

We anticipate allocating a portion of each of the first quarter 2013 sub-regional subcommittee meetings to a discussion of the sub-regional description. We anticipate discussion of the Regional Description with the RWMG in a single meeting as part of their review of the draft section of the updated IRWM Plan in the first quarter of 2014.

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**TASK 3. UPDATE PLAN OBJECTIVES**

Through a collaborative effort, and consistent with the IRWM Vision Statement, we will assist the San Luis Obispo County region, through the RWMG, to develop vision, goals, and objectives for the entire IRWM planning region consistent with State Guidelines. We will focus on the five independent goals previously established by the County while emphasizing synergies between the goals. We will take into consideration regional conditions and regional priorities that have changed since the 2007 IRWM Plan.

A significant part of the IRWM process will be to assess the sub-regional priorities and identify opportunities for integration or regional collaboration. This approach will allow the sub-regions to focus on their priorities while satisfying the greater IRWM mission and goals. The following tasks detail what is required to update the IRWM Plan vision, goals, and objectives.

### **Task 3.1 Draft Updated Vision, Goals, and Objectives**

We will assist the RWMG to review the 2007 IRWM Plan vision, goals, and objectives and update them as necessary to address the August 2010 IRWM Guidelines, the changed conditions for the San Luis Obispo (SLO) Region, and the focused sub-regional IRWM planning approach.

#### **GEI DELIVERABLES:**

- Updated SLO Region IRWM planning vision, goals, and draft objectives.
- Description of the collaborative process for developing the vision, goals, and objectives.
- Metrics that provide a basis for measuring progress towards meeting objectives.

### **Task 3.2 Prioritize Objectives**

We will collaborate with the sub-regional subcommittees in prioritizing the objectives for their sub-regions. We will facilitate a discussion of the draft updated objectives and prioritization methods by the RWMG to achieve their consensus.

#### **GEI DELIVERABLES:**

- Prioritized objectives by sub-region.
- Description of the collaborative process for prioritizing the objectives.

### **Task 3.3 Compile Updated Objectives Section**

We will assist the District with compiling the prioritized objectives by sub-region and identify priorities consistent across the sub-regions that could be considered regional objectives. This information will be used to develop an updated Objectives Section that presents the prioritized objectives and their metrics, describes the process for establishing the objectives, and explains the hierarchy of the goals and objectives.

#### **GEI DELIVERABLES:**

- Draft updated Objectives Section that has support of the RWMG and stakeholders.
- Final Objectives Section.

### **Anticipated Task 3 Meetings**

We anticipate allocating a portion of each of the first quarter 2013 sub-regional subcommittee to a discussion of the Sub-regional Objectives and prioritization. We anticipate discussion of the Vision, Goals, and Objectives to occur in a subsequent first quarter 2013 RWMG meeting.

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## **TASK 4. DEVELOP RESOURCE MANAGEMENT STRATEGIES SECTION**

We will assist the RWMG in updating the Water Management Strategies section in the existing Plan. Strategies listed in the State Guidelines and included in the 2007 IRWM Plan will be revised and refined as part of Task 4 to ensure that all Resource Management Strategies (RMS) in the current Proposition 84 Guidelines are considered for incorporation into the Plan update.

## **Task 4.1 Document process used to consider RMS in Plan Update**

We will facilitate and document the process by which the Sub-regional Subcommittees review and consider each of the Resource Management Strategies (RMS) in the California Water Plan Update 2009 pursuant to Table 3 of the Guidelines, and we will document the process (i.e., technical analysis, stakeholder input, etc.) of how applicable each strategy is for meeting the IRWM objectives. This documentation will be incorporated into the updated IRWM Plan.

### **GEI DELIVERABLE:**

Summary of RMS development process for each sub-region.

## **Task 4.2 Identify RMS that will be Implemented and Identify Gaps by Sub-region**

We will document the process by which the Sub-regional Subcommittees developed the list of RMS considered to be implemented by the projects identified in Task 5 as well as how the RMS achieve the objectives of the sub-region. This documentation will be incorporated into the updated IRWM Plan.

### **GEI DELIVERABLE:**

RMS Summary by Sub-region.

## **Task 4.3 RMS Integration and Regionalization**

Based on the summary of sub-regional RMS information, we will assist the RWMG in evaluating the RMS identified as needing further implementation to determine if that RMS is being addressed in another sub-region, thereby allowing that sub-region to remove it from its list. This information will be used to develop an updated Resource Management Strategies section or the updated IRWM Plan.

### **GEI DELIVERABLE:**

Resource Management Strategies section that identifies Resource Management Strategies that will help achieve the objectives for the IRWM Plan.

## **Anticipated Task 4 Meetings**

We anticipate allocating a portion of each of the second quarter 2013 Sub-regional subcommittee meetings to a discussion of Regional Management Strategies. We anticipate discussion of the Regional Management Strategies to occur in a subsequent third quarter 2013 RWMG meeting.

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## **TASK 5. PREPARE PROJECT REVIEW AND SELECTION SECTION**

We will assist the RWMG in developing an updated Project Review and Selection section in a series of subtasks.

### **Task 5.1 Document process for submitting a project for inclusion in the IRWM Plan**

We will develop project submittal guidance documentation in collaboration with the RWMG. It will take the form of a project template to guide project information submittal from project proponents to the sub-regions. We will develop a procedure for adding projects into the Plan, including specifying the format of the documentation, developing schedules for project solicitation and project review and ranking, and specifying the tools available to assist

disadvantaged communities (DAC) project proponents with their project submittal. This information will be included in the updated IRWM Plan.

**GEI DELIVERABLE:**

Project submittal guidance documentation template.

### **Task 5.2 Update Project Review Process**

In collaboration with the RWMG, we will develop and document a two-stage project review process, as shown in our Project Approach, consisting of sub-regional subcommittee prioritization based on how the project contributes to sub-regional objectives in the first stage, and RWMG development of regional programs in the second stage. We will include review factors approved by the RWMG. This information will be included in the updated IRWM Plan.

**GEI DELIVERABLE:**

Project Review Process.

### **Task 5.3 Update Project List**

We will compile the work of the Sub-regional Subcommittees to update the project list in the existing IRWM Plan as part of the Plan update. We will include descriptions updating and expanding the descriptions of existing projects as well as new projects. All the projects under consideration will be reviewed and prioritized in accordance with the project review process developed in Task 5.2. This process will be described in the updated IRWM Plan.

**GEI DELIVERABLE:**

Updated and prioritized project list by sub-region.

### **Task 5.4 Regional Project List**

We will assist the RWMG to compile and analyze the updated project lists. We will assist the RWMG to evaluate the projects to determine if there is an opportunity for integration of, or collaboration among, projects between sub-regions. This information will be included in the updated IRWM Plan.

**GEI DELIVERABLE:**

Prioritized Regional Project List.

### **Task 5.5 Develop and implement procedure for communicating the list of projects**

We will assist the RWMG to develop a procedure for communicating the updated prioritized list of projects to stakeholders. It is anticipated that we will contribute at two levels: three sub-regional focus workshops and two broader RWMG meetings. We will assist the RWMG to post the project list on at least one of the RWMG members' websites and provide a hyperlink to the list in all stakeholder communications. This information will be included in the updated IRWM Plan.

**GEI DELIVERABLE:**

IRWM project list posted on the website that provides a comprehensive description of high priority IRWM projects.

## **Task 5.6 Compile Project Review and Selection Section**

We will compile information developed in the preceding tasks into the Project Review and Selection section of the IRWM Plan update. The Section will be provided to the RWMG in draft form; comments will be incorporated in the final Project Review and Selection section.

### **GEI DELIVERABLES:**

- Draft Project Review and Selection section that provides a comprehensive description of the San Luis Obispo County IRWM project review process, updated project review criteria, and implementation project lists.
- Final Project Review and Selection section that incorporates RWMG comments.

## **Anticipated Task 5 Meetings**

We anticipate allocating a portion of each of the second and fourth quarter 2013 Sub-regional subcommittee meetings to a discussion of Project Review and Selection. We expect a discussion of the Regional Management Strategies to occur in a subsequent fourth quarter 2013 RWMG meeting.

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## **TASK 6. UPDATE IMPACTS AND BENEFITS SECTION**

We will assist the RWMG in updating the Impacts and Benefits section of the IRWM Plan to discuss the potential impacts and benefits of Plan implementation. As mentioned below, we will assess each sub-region using a similar format. The following tasks investigate what is required in this effort.

### **Task 6.1 Review and update screening-level discussion of impacts and benefits**

We will compile and review information for the Sub-regional Subcommittees regarding the potential benefits and impacts to be gained by implementing the updated project list based on project information submitted by project proponents. Additionally, we will assist the RWMG in evaluating the potential benefits and impacts to be gained by implementing the regional projects developed in Task 5.4. This task will also involve reviewing the presentation of impacts and benefits in the existing IRWM Plan and creating a format to organize the impacts and benefits in a way that will reflect the emphasis of the SLO Region (e.g.; by sub-regional/local benefits, RMS, or objectives).

#### **GEI DELIVERABLE:**

Summary of screening process and organization of impacts and benefits.

### **Task 6.2 Identify and analyze direct impacts and benefits affecting DACs, Environmental Justice concerns, and Native American tribal communities**

As part of Task 17, we will assist the Sub-regional Subcommittees and RWMG to consult local stakeholders and environmental justice organizations that are actively involved in working with disadvantaged communities (DACs) in San Luis Obispo County to identify and analyze potential direct impacts or benefits to DACs or areas with environmental justice (EJ) concerns from Plan implementation.

This task will incorporate the identification and delineation of DACs conducted in Task 2.3 (Update and develop new maps in the Region Description) to analyze impacts and benefits of projects located in or within the vicinity of DACs

to include additional impacts and benefits into the IRWM Plan update. Project-specific DAC/EJ impacts and benefits analysis from environmental assessment performed pursuant to California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) documents will be incorporated, if available.

**GEI DELIVERABLE:**

Summary of impacts and benefits to DACs and Native American tribal communities.

### **Task 6.3 Develop benchmark for assessing impacts and benefits**

We will assist the RWMG and Sub-regional Subcommittees to coordinate with project sponsors to clearly describe in the Plan update when a more detailed project-specific impact and benefit analysis will occur, and clarify that the more detailed analysis need to be conducted prior to any implementation activity. Benchmarks for assessing benefits and impacts of the IRWM Plan process and proposed projects will be linked to the goals and objectives established in Task 3.

**GEI DELIVERABLE:**

Summary of benchmarks for assessing benefits and impacts.

### **Task 6.4 Compile Impacts and Benefits Section**

We will compile the information developed in the preceding tasks into an Impacts and Benefits section. We will provide the RWMG an opportunity to review a draft Impacts and Benefits section and incorporate the RWMG comments in a final Impacts and Benefits section.

**GEI DELIVERABLES:**

- Draft Impacts and Benefits section that identifies potential impacts and benefits associated with IRWM Plan implementation, the timeline and benchmarks for preparing project-specific impact and benefit analyses.
- Final Impacts and Benefits section reflecting RWMG comments.

### **Anticipated Task 6 Meetings**

We anticipate allocating a portion of each of the fourth quarter 2013 Sub-regional subcommittee meetings to a discussion of Impacts and Benefits. We anticipate discussion of the Impacts and Benefits section to occur at a subsequent fourth quarter 2013 RWMG meeting.

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## **TASK 7. UPDATE PLAN PERFORMANCE AND MONITORING SECTION**

In collaboration with the RWMG, we will perform the following tasks to develop an IRWM Plan performance and monitoring program that builds upon the Data Enhancement Plan to measure success of the IRWM process. This Program will be incorporated onto the updated IRWM Plan.

## **Task 7.1 Review and update institutional structure for IRWM implementation evaluation**

We will review the effectiveness of the existing governance structure in terms of conducting IRWM Plan assessment, including designation of responsibilities and responsible parties, the frequency of assessment at both the IRWM Plan and project level, and the frequency of evaluating the performance of the IRWM Plan.

### **GEI DELIVERABLE:**

Summary of existing structure for evaluating IRWM Plan implementation.

## **Task 7.2 Adapt Regional Water Resources Data Collection Program to monitor IRWM Plan performance**

We will develop recommendations for adapting the Regional Water Resources Data Collection Program established in the Data Enhancement Plan to meet the plan performance assessment needs of the RWMG. The data program will be used as a basis whether the conditions and trends of the water resources may be adequately monitored. We will discuss whether the evaluation of and response to new information and conditions is likely to be effective.

### **GEI DELIVERABLE:**

Recommendations for adapting the Regional Water Resources Data Collection Program.

## **Task 7.3 Explain how IRWM implementation will be tracked with a Data Management System (DMS) and who will be responsible for maintaining the DMS**

We will assist the RWMG and project proponents to develop a mechanism for assessing IRWM Plan performance in light of how projects may contribute to priorities and objectives. As a result of this task, we will make proposed modifications to the IRWM project database.

### **GEI DELIVERABLE:**

Recommendations for modifications to input to the Regional Water Resources Data Base.

## **Task 7.4: Draft Plan Performance and Monitoring Program**

Under guidance of the RWMG, we will develop a Plan Performance and Monitoring Program that addresses:

- Responsibility for implementation evaluation
- Frequency of evaluation
- Data management system (DMS) tracking and maintenance
- Conducting “lessons learned” evaluations to improve plan performance
- Responsibility for project-specific monitoring
- Triggers for requiring a project-specific monitoring plan
- Typical contents of a project-specific monitoring plan

We will prepare a Plan Performance and Monitoring Section of the updated IRWM that describes the procedure for evaluating plan implementation progress, including measures of performance, monitoring systems, and methods to

adapt the IRWM Plan and its projects based on the findings of the evaluation, and describe funding considerations of these efforts. The program will be presented and discussed at a RWMG workshop. The process for amending the plan will be described in the Governance section.

**GEI DELIVERABLE:**

Plan Performance and Monitoring Section for the updated IRWM Plan.

## **Anticipated Task 7 Meetings**

We anticipate allocating a portion of each of the third quarter 2013 Sub-regional subcommittee meetings to a discussion of Impacts and Benefits. We anticipate discussion of the Impacts and Benefits section to occur at a subsequent third quarter 2013 RWMG meeting.

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## **TASK 8. UPDATE DATA MANAGEMENT SECTION**

We will perform Task 8 to develop an IRWM Plan data management program that builds upon the Data Enhancement Plan to fully meet the current standards to describe the process for data collection, storage and dissemination to IRWM participants, stakeholders, the public, and the State. The implementation of the Data Management System is not included within this Scope of Services.

### **Task 8.1: Review Data Needs**

We will assist the RWMG to identify data needs within the SLO Region based on the IRWM Plan objectives, prioritized project list, and plan performance and monitoring program. We will consider the significant data management information developed in the Data Enhancement Plan and will specify typical data collection techniques in the region. We review data and collection techniques by other local and regional entities as well as state and federal agencies. We will consider data collection efforts that will result from Task 18 (Watershed Management Planning) and Task 19 (Salt and Nutrient Management Planning and Reuse/Recycled Water Planning).

**GEI DELIVERABLE:**

Technical memorandum of data needs for the region.

### **Task 8.2 Assess Available Data Management Programs/Systems**

We will use the information developed in Task 8.1 to assess available data management systems (DMSs) and recommend an approach to the RWMG. We will consider the integration of data from the numerous existing local data management systems currently in place in the Region; including, but not limited to, those listed in our approach discussion.

**GEI DELIVERABLE:**

Memorandum discussing the recommended DMS.

### **Task 8.3: Establish DMS Protocol**

We will recommend the following to the RWMG establishing the DMS Protocol:

- Data collection techniques
- Description of how stakeholders contribute to a DMS
- Entity responsible for maintaining a DMS
- Validation and quality assurance/quality control measures for data
- Data sharing and collection protocols
- Compatibility with State databases

The draft DMS protocol will be developed in collaboration with the Sub-regional Subcommittees. It will also be reviewed and discussed at a RWMG workshop. Based on this work, we will prepare a Data Management Systems section for the updated IRWM Plan.

**GEI DELIVERABLE:**

Updated Data Management Systems Section with a comprehensive description of the DMS.

**Anticipated Task 8 Meetings**

We anticipate allocating a portion of each of the third quarter 2013 Sub-regional subcommittee meetings to a discussion of Data Management Systems. We anticipate discussion of the Data Management Systems section to occur at a subsequent third quarter 2013 RWMG meeting.

**TASK 9. UPDATE FINANCING SECTION**

We will work with the RWMG to update the 2007 IRWM Plan to include the components of the revised Finance Standard, per the August 2010 IRWM Guidelines.

**Task 9.1: Update IRWMP Finance Section and Finance Table**

In consultation with the RWMG, we will develop a finance section for the updated IRWM plan. The section will include a program-level description of the sources of funding that will be utilized for the development and ongoing funding of the IRWM Plan. It will also include potential funding sources for projects and programs that implement the IRWM Plan.

This information will be summarized in a finance table that will include the following components:

- Activity Description
- Approximate Total Cost
- Funding Source and Percentage of Total Cost
- Funding Certainty, Status, and Longevity (including status of grant agreement and date of submittal)
- O&M Finance Source
- O&M Finance Certainty

The draft update of the Finance Section will be reviewed and discussed at a RWMG workshop.

**GEI DELIVERABLE:**

Updated Finance section and Finance table for the update IRWM Plan.

## **Anticipated Task 9 Meetings**

We anticipate discussion of the Finance section and Finance table to occur at a third quarter 2013 RWMG meeting.

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## **TASK 10. UPDATE TECHNICAL ANALYSIS SECTION**

We will prepare a comprehensive list of technical informational sources and data sets, and prepare a gap analysis and recommendations for changes in existing analyses.

### **Task 10.1: Develop Technical Information Source Matrix**

We will develop a Technical Information Source Matrix that contains the following information:

- Data sources/data sets
- Adequacy of data
- Relevancy of data

Additionally, climate change data will be developed through Task 15 and data generated from the studies included in Tasks 18 and 19 will be incorporated when available.

**GEI DELIVERABLE:**

Technical Information Source Matrix.

### **Task 10.2: Identify Data Gaps**

We will assist the Sub-regional Subcommittees to identify data gaps and areas where additional monitoring or studies are needed. This will include working with project proponents to identify data gaps and reviewing current information to ensure that it accurately reflects current and anticipated conditions.

We will assist the RWMG to evaluate the sub-regional data gaps to identify opportunities for regional monitoring or studies to address the data gaps. The data gap analysis will consider the data gaps identified in the Data Enhancement Plan.

**GEI DELIVERABLE:**

List and description of sub-regional and regional data gaps.

### **Task 10.3: Develop Technical Analyses and Methods**

We will assist the RWMG to expand the matrix developed in Task 10.1 to include information on how the data was analyzed, including:

- Function of technical analysis
- Outcome of technical analysis

- Certainty
- Application of outcomes on the planning horizon

**GEI DELIVERABLE:**

Summary matrix of data sources, technical analyses performed, and outcomes and uses of the analyses.

**Task 10.4: Prepare Updated Technical Analysis Section**

We will bring together all of the information developed in subtasks 10.1 through 10.4 into the Technical Analysis sections of the updated IRWM Plan, including describes the technical analyses conducted and the outcomes of the analyses.

**GEI DELIVERABLES:**

- Draft updated Technical Analysis section for the update IRWM plan for RWMG review.
- Final Technical Analysis section for the update IRWM plan reflecting RWMG comments.

**Anticipated Task 10 Meetings**

We anticipate discussion of the Technical Analysis section to occur at a third quarter 2013 RWMG meeting.

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**TASK 11. UPDATE RELATION TO LOCAL WATER PLANNING SECTION**

In Task 11, we will review planning documents from local and regional water agencies that relate to the IRWM Region and prepare a revised Local Water Planning section for the updated IRWM Plan.

**Task 11.1 Update description of IRWM Plan relationship with local planning documents**

We will coordinate with the Sub-regional Subcommittees to consolidate a discussion of the latest water management planning activities in each sub-region into the IRWM Plan. This will include climate change adaptation and mitigation strategies identified in Task 15, Climate Change Analysis; Salt and Nutrient Planning efforts identified in Task 19 will also be incorporated into the update.

**GEI DELIVERABLES:**

- Draft updated Relation to Local Water Planning section for review by the Sub-regional subcommittees and RWMG.
- Final Relation to Local Water Planning section for the update IRWM plan reflecting Sub-regional subcommittees and RWMG comments.

**Anticipated Task 11 Meetings**

We anticipate allocating a portion of each of the third quarter 2013 Sub-regional subcommittee meetings to a discussion of Relation to Local Water Planning. We anticipate discussion of the Local Water Planning section to occur in a subsequent fourth quarter 2013 RWMG meeting.

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**TASK 12. UPDATE RELATION TO LOCAL LAND USE PLANNING SECTION**

In Task 12, we will update the Relation to Local Land Use Planning section in the 2007 IRWM Plan. Task 12 will be accomplished through the subtasks discussed in the following sections.

### **Task 12.1 Identify links between the IRWM Plan and local land use planning**

We will assist the Sub-regional Subcommittees to identify objectives, resource management strategies, and projects that have a linkage with local land use planning. We will include strategies for adapting to climate change and, potentially, offset climate change impacts.

#### **GEI DELIVERABLE:**

We will prepare a list of water-related linkages with local land use planning.

### **Task 12.2 Describe the current relationship between local land use planning entities and water management entities**

We will assist the Sub-regional Subcommittees to describe how water management and land use planning entities currently interact through participation by land use planners in the RWMG and IRWM planning and identify opportunities for enhanced coordination.

#### **GEI DELIVERABLE:**

A description of how water management and land use planning entities currently interact through participation by land use planners.

### **Task 12.3 Describe future efforts to establish a proactive relationship between land use planning and water management**

We will use the results of Tasks 12.1 and 12.2 to assist the Sub-regional Subcommittees will identify opportunities for improving the relationship and information communication among local and regional planning agencies.

#### **GEI DELIVERABLES:**

- Draft updated Relation to Local Land Use Planning Section that describes how the RWMG and Sub-regional Subcommittees will improve coordination of planning efforts with local land use agencies. This draft will be provided to the Sub-regional subcommittees and the RWMG.
- Final Relation to Local Water Planning section for the update IRWM plan reflecting Sub-regional subcommittees and RWMG comments.

### **Anticipated Task 12 Meetings**

We anticipate allocating a portion of each of the fourth quarter 2013 Sub-regional subcommittee meetings to a discussion of Relation to Local Land Use Planning. We anticipate discussion of the Local Land Use Planning section to occur in a subsequent fourth quarter 2013 RWMG meeting.

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## **TASK 13. UPDATE STAKEHOLDER INVOLVEMENT SECTION**

We will work with the RWMG to improve and implement the existing Stakeholder Involvement process and prepare a section in the updated IRWM Plan describing the manner in which stakeholder representatives of the SLO Region are identified, how they participate in IRWM Plan development and implementation, and how stakeholders will remain engaged in water management decision making. We will assist the RWMG and Sub-regional Subcommittees to provide outreach to, and encourage participation of, interested stakeholders in the IRWM Plan update process, as well as in future project/program solicitation rounds. The Subtasks 13.1 through 13.3 describe the specific steps to ensure that the stakeholder participation process conforms to the state guidelines.

### **Task 13.1 Review and Update List of Stakeholders and DACs**

We will assist the RWMG and Sub-regional Subcommittees, in cooperation with the District, to update the list of currently engaged stakeholders, as well as identify potential new stakeholders with a particular focus on DACs, Native American tribes, and underrepresented stakeholders. We will use information generated in Task 17, the 2010 census, and other available demographic data to identify underrepresented stakeholders.

#### **GEI DELIVERABLES:**

- Updated list of stakeholders.
- Updated list of DACs.
- Description of the process to identify DACs (see Task 17).

### **Task 13.2 Create a Communications Plan**

In collaboration with the RWMG and Sub-regional Subcommittees, we will develop a Communications Plan. The Communications Plan will clearly describe the sub-regions; sub-region to RWMG decision making process; and how stakeholder groups will be identified, informed, invited, and involved in the IRWM Plan development and implementation, both sub-regionally and regionally. The Communications Plan will be presented to the RWMG in a public workshop and modified as appropriate. The plan will be incorporated into the updated IRWM Plan as an Appendix.

#### **GEI DELIVERABLE:**

Communications Plan.

### **Task 13.3 Compile Updated Stakeholder Involvement Section**

We will prepare a draft Stakeholder Involvement section of the IRWM Plan Update based on information developed in Tasks 13.1 and 13.2. This subtask will include compiling the information, reviewing comments, and discussion of the draft Stakeholder Involvement Plan with the RWMG, Sub-regional Subcommittees, and the RWMG. We will finalize the Stakeholder Involvement section based on comments received and in consultation with the RWMG.

#### **GEI DELIVERABLES:**

- Draft Stakeholder Involvement section for review by the RWMG.
- Final Stakeholder Involvement section reflecting the comments from the RWMG.

## Anticipated Task 13 Meetings

We anticipate discussing Stakeholder Involvement at the kickoff meeting. We anticipate allocating a portion of each of the first quarter 2013 Sub-regional subcommittee meetings to a discussion of Stakeholder Involvement. We anticipate discussion of the Communications Plan to occur at the first quarter 2013 RWMG meeting and a discussion of the draft Stakeholder Involvement section in a first quarter 2013 RWMG meeting. Other discussion of Stakeholder Involvement may arise in meetings from time to time as the need arises.

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## TASK 14. UPDATE COORDINATION SECTION

We will document the coordination among other regional and government interests within the region, as well as ongoing coordination with other regions, to demonstrate that the updated IRWM Plan meets the Program Preference to effectively resolve significant water related conflicts within or between regions.

### Task 14.1 Update Coordination Section to ensure consistency with Guidelines

We will assist the RWMG to update the Coordination section to describe current coordination activities within the region, identification of and coordination with neighboring IRWM regions, and coordination with agencies. The RWMG will review this section in draft form with Sub-regional Subcommittees, neighboring IRWM regions, and agencies such as DWR and the RWQCB.

#### GEI DELIVERABLES:

- Updated draft Coordination section provided to the RWMG for review.
- Updated final Coordination section reflecting RWMG comments.

## Anticipated Task 14 Meetings

We anticipate a discussion of the draft Coordination section in a first quarter 2013 RWMG meeting.

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## TASK 15. PERFORM CLIMATE CHANGE ANALYSES

Consistent with the State guidelines for IRWM Plan, we will prepare a Climate Change Analysis for incorporation in the updated IRWM Plan. Task 15 will be accomplished as a series of sub tasks as discussed in subsequent sections. Our work will be based on Projected Future Climatic and Ecological Conditions in San Luis Obispo County, April 2010, and Integrated Climate Change Adaptation Planning in San Luis Obispo County, November 2010. We will include consideration of:

- Potential change in total rainfall and higher mean annual temperatures, susceptibility to wildfires.
- Change in storm runoff and risk of floods in the Central Coast region.
- Anticipated changes in the amount, intensity, timing, quality and variability of runoff and recharge.
- Sea-level rise and the potential for seawater intrusion into groundwater basins.

This task will result in development of a new section Climate Change to assess regional vulnerabilities to climate change, prioritize those vulnerabilities, and develop a plan for analyzing those vulnerabilities. This work element addresses the Statewide Priority for climate change response actions.

## **Task 15.1 Assess climate change impacts and regional vulnerabilities**

We will review and incorporate the effort by the GEOS Institute and Local Government Commission (Projected Future Climatic and Ecological Conditions in San Luis Obispo County, April 2010, and Integrated Climate Change Adaptation Planning in San Luis Obispo County, November 2010) in an evaluation of potential climate change conditions and climate change vulnerabilities in the SLO Region for inclusion in the updated IRWM Plan.

As part of our analysis, we will work through the RWMG and the Sub-regional Subcommittees to identify vulnerable infrastructure based on agency assessments, and provide a summary list of infrastructure that may be affected by climate change and project opportunities in the plan update, including information made available through Tasks 18 and 19.

### **GEI DELIVERABLE:**

Assessment of regional vulnerabilities that will be included in the updated Region Description.

## **Task 15.2 Prioritize Regional Vulnerabilities**

Following vulnerability assessment, we will assist the RWMG to prioritize the vulnerabilities associated with Climate Change. We will develop criteria for ranking the vulnerabilities in cooperation with the Sub-regional Subcommittees and the RWMG including but not limited to:

- Risks associated with vulnerabilities.
- Presence of multiple potential stressors.
- The potential for a vulnerability to shape regional objectives and inform IRWM Plan decisions.

### **GEI DELIVERABLE:**

Discussion of prioritized vulnerabilities.

## **Task 15.3 Address Priorities in Plan Objectives**

We will use results from the vulnerability assessment and prioritization to develop Plan Objectives to address climate change impacts, targeting the Region's highest ranked vulnerabilities. We will discuss the proposed climate change related objectives with the RWMG as they are developed. The objectives will address how the region can adapt to climate change, including adapting to changes in runoff and recharge, and the effects of sea-level rise. In addition, we will establish an estimate of baseline emissions for water-related projects and develop calculations to be used in evaluation of IRWM Projects in Tasks 4 and 5.

Based on discussions with the RWMG, we will develop climate change objectives for inclusion in the updated IRWM Plan. Metrics for measuring success in meeting the objectives will also be developed.

### **GEI DELIVERABLE:**

Plan objectives and metrics addressing climate change to be incorporated into the Objectives section.

## **Task 15.4 Plan for Data Gathering and Analyzing Prioritized Vulnerabilities**

We will assist the RWMG and the Sub-regional Subcommittees to develop data gathering programs and studies for further assessment of climate change impacts and vulnerabilities and an objective for consideration of climate change in project screening.

### **GEI DELIVERABLE:**

List of climate change data-gathering programs and potential studies.

## **Task 15.5 Compile climate change information**

We will assist the RWMG to compile information and data related to climate change into a Climate Change section in the updated IRWM Plan. The section will summarize the information that is included in the Plan and explain how the information is incorporated into different sections of the Plan.

### **GEI DELIVERABLES:**

- Draft Climate Change section provided for RWMG review.
- Final Climate Change section reflecting RWMG comments.

## **Anticipated Task 15 Meetings**

We anticipate allocating a portion of each of the second quarter 2013 Sub-regional subcommittee meetings to a discussion of Climate Change effects and vulnerabilities. We anticipate discussions of the Climate Change vulnerabilities and objectives to occur at subsequent third quarter 2013 RWMG meetings. We anticipate a discussion of the draft Climate Change section in a fourth quarter 2013 RWMG meeting.

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## **TASK 16. ENGAGE STAKEHOLDERS IN IRWM PLAN UPDATE**

We will assist the RWMG and Sub-regional Subcommittees to develop and implement ways to engage stakeholders to address the water management needs of the SLO Region. We will accomplish Task 16 through the subtasks described in the sections below.

### **Task 16.1 Stakeholder Coordination**

We will assist the RWMG to hold a series of IRWM Plan update workshops, which will allow stakeholders to discuss IRWM Plan Standards such as: Governance, Region Description/ Climate Change, Objectives, and Project Review Process. The specific workshop dates and topics are identified within each plan section task. The workshops will allow a forum for stakeholders to consider the existing IRWM Plan, review key plan sections, discuss various options, and gain consensus on the best approach to restructure the Plan to fit changing regional water management needs.

### **GEI DELIVERABLES:**

- Distribute notices of, and materials for, IRWM Plan Update Workshops.
- Host IRWM Plan Update Workshops.

## **Task 16.2 Electronic Communications**

We will assist the RWMG, via the District, in hosting a website intended to provide information regarding the IRWM general and local programs, upcoming stakeholder meetings, and possible means of involvement; which could potentially include contact persons for the Sub-regional Subcommittees. Additionally, we will assist the RWMG to distribute emails to the RWMG and its water resources stakeholder contact list; identifying upcoming meetings, funding opportunities, and important topics of consideration.

### **GEI DELIVERABLES:**

- Provide ongoing updates via District website.
- Monthly email updates to RWMG membership and water resources stakeholders when applicable.

## **Task 16.3 Sub-regional Stakeholder Coordination**

We will assist the RWMG in the stakeholder coordination described in Task 16.1, including assisting the Sub-regional Subcommittees to hold IRWM workshops that will allow stakeholders to discuss sub-regional issues such as IRWM Plan objectives, project prioritization, and climate change effects. The specific workshops and topics were identified within each plan section task.

### **GEI DELIVERABLES:**

- Distribute notice of IRWM Plan Update meetings.
- Agendas and materials for, and summaries of, IRWM Plan Update meetings.

## **Anticipated Task 16 Meetings**

In order to accommodate discussion of the elements of the IRWM Plan updates, we anticipate up to six Sub-regional subcommittee meetings and up to six RWMG meetings (included in Task 21.a) will be needed to address various elements of the IRWM Plan update process. We anticipate fitting the schedule into the overall RWMG process and limiting the number of RWMG meetings addressing IRWM update issues to one per quarter. We recognize that some of the RWMG meetings may include issues in addition to IRWM update matters.

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## **TASK 17. ENGAGE DISADVANTAGED COMMUNITIES IN IRWM PLAN UPDATE**

We will assist the RWMG and Sub-regional Subcommittees will seek to increase the participation of small communities and DACs, as well as Native American tribal communities, in the IRWM Plan update, to ensure their planning and critical water management needs are considered.

The process used to identify the DAC list developed under Task 17.1 will be utilized to inform, invite, and involve the DAC members and representatives; however, the RWMG will also seek to involve small communities and communities well below the region's median household income.

### **Task 17.1 Develop DAC Recruitment Program**

We will collaborate with the RWMG to develop and document the process by which DACs and Native American tribes are identified. An evaluation will be conducted to identify the DACs within the region and each will be assigned to the appropriate sub-region. Once DACs are identified, we will collaborate with each sub-region to determine the

best method of outreach to engage DACs and other stakeholders within their boundaries. We will assist each sub-region to identify potential obstacles previously limiting DAC involvement (e.g.; language barrier, apathy, limited resources, ineffective communication methods), and propose a strategy to overcome those obstacles.

**GEI DELIVERABLES:**

- Description of process to identify DACs and Native American tribes.
- Summary of evaluation of 2010 Census data.
- A memorandum to each Sub-regional Subcommittee delineating a proposed strategy to overcome obstacles limiting DAC participation.
- Compiled description of DAC communities and each subcommittee’s identified Recruitment Program.

**Task 17.2 Compile water management needs of DACs**

We will assist the Sub-regional Subcommittees to engage DACs within the region and seek input on the needs of DACs. Specifically, we will consider the limitations of DACs and consider options available for increasing DAC involvement in the IRWM efforts whether by collaboration or other means. We will also develop a discussion of the optimal balance of resources for these focused efforts, depending on level of critical water supply and water quality issues identified.

**GEI DELIVERABLES:**

- Summary of Sub-regional Subcommittees discussions to define critical water supply and water quality issues.
- Summary of Sub-regional Subcommittees discussions to define trigger points for level of focused outreach efforts.
- A compiled list for each Sub-regional Subcommittee of water resource needs of DACs.
- Sub-regional Subcommittees and RWMG identify potential collaborative efforts with DACs.

**Task 17.3 Conducting Outreach Activities**

We will assist the regional stakeholders to develop a focused DAC outreach effort through better understanding of the needs of DACs within the SLO Region, form relationships between regional stakeholders and DACs, and better understand the preferred mode of communication.

**GEI DELIVERABLES:**

- DAC-focused outreach materials.
- Summaries of Sub-regional Subcommittees meeting that include DAC representatives.

**Task 17.4 Community Assistance for Project Preparation**

We will consult with DAC and tribal interests to identify potential projects to address critical water supply, water quality, and wastewater needs in DAC areas. For each project we will identify the steps needed to develop the project sufficiently for inclusion in a Proposition 84 implementation grant application.

**GEI DELIVERABLES:**

- Technical memorandum identifying specific projects that address critical water supply, water quality, wastewater, and other water-related needs.
- Outline of steps necessary to prepare Implementation Grant Application submittals for critical water supply and quality needs, for inclusion in the IRWM Plan update project list.

**Anticipated Task 17 Meetings**

We anticipate allocating a portion of each of the first quarter 2013 and fourth quarter 2013 Sub-regional subcommittee meetings to a discussion of DAC projects. We anticipate discussions of DAC projects to occur at a fourth quarter 2013 RWMG meeting.

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**TASK 18. WATERSHED MANAGEMENT PLANNING**

We will incorporate the work accomplished by the District and the RWMG in Task 18 in the revised IRWM Plan. We understand that the District and the RWMG will address regional watershed issues and priorities including:

1. Develop Regional Watershed Management Plan: Phase I (Watershed Management Plan Visioning, Framework, and Prioritization Methodology Development).
2. Conduct Instream Flow Study: Stage 1 (Prioritized list of streams/watersheds for instream flow assessment and descriptions of recommended instream flow assessment approaches).

We are prepared to assist with additional services as required through modification to this scope of services. We anticipate that the Climate Change analysis prepared in Task 15 may assist in Task 18.

**GEI DELIVERABLE:**

Summary description of Task 18 accomplishments and results in the revised IRWM Plan based on the Regional Watershed Management Plan Phase I Report and the Stage 1 Instream Flow Study Report.

**Anticipated Task 18 Meetings**

We do not anticipate needing to play a direct role in Task 18 meetings.

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**TASK 19. SALT AND NUTRIENT MANAGEMENT PLANNING AND REUSE/RECYCLED WATER PLANNING**

As described in the following sections, we will provide various support services in the five work plan tasks to address salt/nutrient management and recycled water planning needs:

- Task 19.1 – Identification of Basins Requiring Salt and Nutrient Management Plans (SNMPs)
- Task 19.2 – SNMP for the Paso Robles Groundwater Basin
- Task 19.3 – Groundwater Model Update – Paso Robles Groundwater Basin
- Task 19.4 – Groundwater Basin Characterization for the Santa Maria Groundwater Basin
- Task 19.5 – Regional Recycled Water Strategic Plan

We will provide support in Task 19.1, Identification of Basins Requiring SNMPs and developing preliminary information regarding SNMP requirements in each basin.

For Tasks 19.2 to 19.5, involving SNMP development, groundwater model development, and recycling water strategic planning in specific subareas, we will summarize the results of all work accomplished in the revised IRWM Plan.

## **Task 19.1 Identification of Basins Requiring SNMPs**

We will assist the RWMG and District to identify the basin study areas where SNMPs are needed in the region; identify the relevant stakeholders to lead the development of each; and identify potential regional priorities, goals, and objectives for developing the SNMPs. We will focus on consolidation of existing information to assist identified stakeholders with developing and implementing the SNMPs.

### **Task 19.1.1 Identify Study Areas for SNMPs**

We will meet with the RWMG, the RWQCB, and local stakeholders to identify appropriate study areas for SNMPs and the stakeholders likely to lead the development of each. We will include consideration for defining study areas as the outer boundary of watersheds that drain into and over the basin, while identifying opportunities for consolidating study areas under one SNMP in low risk areas.

#### **GEI DELIVERABLE:**

List of study areas and stakeholders and maps delineating each area likely to require a SNMP.

### **Task 19.1.2 Develop and Distribute SNMP Information Packages**

We will compile and distribute example SNMP and related scopes of work, regulatory information, and other relevant information to inform stakeholders in each study area about SNMP requirements and methods to achieve compliance.

#### **GEI DELIVERABLE:**

SNMP Information Package circulated to identified stakeholders.

### **Task 19.1.3 Prioritize the Development of SNMPs per Study Area**

We will assist the RWMG and stakeholders in developing criteria for prioritizing the development of SNMPs and prioritizing the study areas in the IRWM Plan.

#### **GEI DELIVERABLES:**

- Criteria for prioritizing the development of SNMPs per study area.
- Prioritized list of study areas.
- Consolidated report to provide to individuals and incorporate into the IRWM Plan.

### **Task 19.1.4 Project Management**

We will prepare monthly progress reports and invoices specific to Task 19.1.

**GEI DELIVERABLE:**

Monthly Progress Reports and invoices.

**Task 19.2 SNMP for the Paso Robles Groundwater Basin**

For Task 19.2, we will summarize the results of all work accomplished in the revised IRWM Plan.

**GEI DELIVERABLE:**

Summary of the SNMP process and results for inclusion in the updated IRWM plan.

**Task 19.3 Groundwater Model Update – Paso Robles Groundwater Basin**

For Task 19.3, we will summarize the results of all work accomplished in the revised IRWM Plan.

**GEI DELIVERABLE:**

Summary of the process to update Model of the Paso Robles Groundwater Basin for inclusion in the updated IRWM plan.

**Task 19.4 Groundwater Basin Characterization for the Santa Maria Groundwater Basin**

For Task 19.4, we will summarize the results of all work accomplished in the revised IRWM Plan.

**GEI DELIVERABLE:**

Summary of the process to characterize the Santa Maria Groundwater Basin for inclusion in the updated IRWM plan.

**Task 19.5 Regional Recycled Water Strategic Plan**

For Tasks 19.5, we will summarize the results of all work accomplished to develop a Regional Recycled Water Strategic Plan in the updated IRWM Plan.

**GEI DELIVERABLE:**

Summary of the process to update Model of the Paso Robles Groundwater Basin for inclusion in the updated IRWM plan

**Anticipated Task 19 Meetings**

We anticipate allocating a portion of each of the second quarter 2013 Sub-regional subcommittee meetings to a discussion of SNMPs. We also anticipate discussion of the Salt and Nutrient Management Planning to occur at a subsequent second quarter 2013 RWMG meeting.

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**TASK 20. COMPILE UPDATED IRWM PLAN**

On behalf of the RWMG, we will compile all the information prepared or compiled in the prior tasks into a single draft updated IRWM Plan. We will assist the RWMG to make the draft updated IRWM Plan available, in electronic and written formats, to all stakeholders for review. In collaboration with the RWMG, we will conduct workshops as part of our RWMG meetings to review and discuss the draft Plan. Under the direction of the RWMG, we will

incorporate review comments to the extent possible and provide a response to all comments received. The responses to comments will be provided prior to presenting the Plan for adoption to the boards of the RWMG agencies. We will assist the RWMG agencies to present the Plan to their boards with a recommendation for adoption.

**GEI DELIVERABLES:**

- Draft Updated IRWM Plan.
- Final Updated IRWM Plan with comments on the draft and responses to comments as an appendix.

**Anticipated Task 20 Meetings**

- First quarter 2014 RWMG Meeting
    - Present Draft Updated IRWM Plan
  - Subsequent first quarter RWMG Meeting
    - Receive public comments on Draft Updated IRWM Plan
  - Second quarter RWMG Meeting
    - Present Final Updated IRWM Plan
- 

**TASK 21. PROJECT MANAGEMENT**

The District will act as Grant Administrator for the RWMG. We will provide Administrative Management relating to our scope of services; including schedule adherence, budget oversight, preparation of monthly billings, and progress reports and task summaries for all work performed. We will follow Appendix E: Guidelines for Grantees and Borrowers in the August 2010 IRWM Guidelines in preparing and maintaining records. We will assist the District in its dealings with DWR in clarifying and resolving any issues that arise during implementation of our scope of services.

**Task 21.1: Ongoing Grant Management**

We will provide the District with ongoing assistance in the District’s grant management during the two year IRWM Plan update process, including participating in calls and meetings with the state as needed.

**GEI DELIVERABLE:**

Participation in calls and meetings with the state.

**Task 21.1a: RWMG Meetings and Workshops**

Up to six RWMG and RWMG Working Group meetings will be conducted to coordinate Regional efforts (RWMG Meetings) and provide direction to the Sub-Regional Subcommittees (RWMG Working Group Meetings). These meetings will be conducted on a quarterly basis with the RWMG Meeting followed by the RWMG Working Group meeting.

**Task 21.2: Agreements**

The District will draft and finalize grant agreements with the state and project proponents. The District and project proponents will develop consultant agreements, as necessary, consistent with their individual procurement processes and consistent with state requirements. We will adhere to terms of agreements to which we are part.

**GEI DELIVERABLE:**

Ongoing compliance with agreements.

**Task 21.3: Monthly Reports**

We will provide the District with monthly reports and invoices for submittal to the state.

**GEI DELIVERABLES:**

- Monthly progress reports.
- Grant invoices conforming to state guidelines.

**Task 21.5: Briefing of WRAC**

On behalf of the District and RWMG, we will prepare supporting materials for up to three WRAC meetings. We will attend WRAC briefings as needed.

**GEI DELIVERABLE:**

Briefing materials for WRAC meetings.

**Task 21.4: Final Report**

On behalf of the District and RWMG, we will prepare a final report on GEI activities and accomplishments for inclusion in the District's final report for the state.

**GEI DELIVERABLE:**

Final report

**Anticipated Task 21 Meetings**

- Project kickoff meeting with the District.
- Other meetings as requested by the District.

**ADDITIONAL TASK**

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**TASK 22. TECHNICAL REVIEW – QA/QC**

We will provide an independent technical review by the members of the consulting team experienced in water resources management and/or integrated regional water management, but not directly involved in the development of this IRWM Plan. This internal QA/QC will provide additional review and expertise to the project to ensure that it meets the expectations of the local project participants and stakeholders, and adequately meets DWR's 2012 IRWM Guidelines. This will be conducted by senior project managers that are currently leading other IRWM Planning efforts.

## Anticipated Task 22 Meeting

Project kickoff meeting with the District.

## OPTIONAL TASK

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### TASK 23. GRANT APPLICATION DEVELOPMENT

As authorized by the District, we will develop an Implementation Grant Application(s) for upcoming Proposition 84 Grant application cycles (anticipated in March 2013 and mid-2014). For the purposes of this Scope of Services we have relied on our experience in preparing Implementation Grant Applications in other regions. As the basis for our cost estimate we have assumed four Projects will be included in the application. Further, we will prepare an application for a grant. Each project will be provided to the GEI team by the project proponent with sufficient engineering development and detail in budget and schedule to support an adequate application. Each project will be provided pursuant to a format to be provided by the GEI team. We will perform this work in several steps:

1. We will collaborate with the District and RWMG to identify and screen projects for inclusion in the grant application.
2. We will provide a format for project information to be used by project proponents for submitting project information to the GEI team.
3. We will work directly with each project proponent to gather information needed to prepare an application pursuant to guidelines in effect for that round of Implementation Grant funding. We will consult with the District if any projects fail to meet necessary schedule or submittal standards.
4. We will perform the cost/benefit analysis described in the most recent DWR Proposal Solicitation Package (PSP) for each project to be included in the application.
5. We will prepare example letters of support for consideration of local interests, including members of the RWMG.
6. We will prepare letters of commitment and as appropriate resolution language for execution by agencies as required in the PSP.
7. We will prepare a budget and budget narrative and schedule and schedule narrative for each project in the application pursuant to the PSP.
8. We will collaborate with the District and project proponents to develop refine project description materials (including description, budget, and schedule) into a coherent and comprehensive application package.
9. We will enter the application into the web-based state grant application system and submit other materials as directed by applicable state guidelines.
10. We will provide the District and the project proponents' project application materials in electronic and hard copy format to DWR with copies to the District and project proponents.

The schedule will be based on the state's next Implementation Grant process. We will develop a final schedule with the District that will encompass the steps described above as part of the authorization for this optional task.

### **Task 23.1: Implementation Grant Application Round 2**

Prepare IRWM Implementation Grant Application for Round 2 which has an anticipated due date of March 2013.

### **Task 23.2: Implementation Grant Application Round 3**

Prepare IRWM Implementation Grant Application for Round 3 which has an anticipated due date in 2014



FEE SCHEDULE AND PAYMENT TERMS



**FEE SCHEDULE**

Personnel Category	Hourly Billing Rate \$ per hour
Staff Professional – Grade 1	\$ 96
Staff Professional – Grade 2	\$ 106
Project Professional – Grade 3	\$ 116
Project Professional – Grade 4	\$ 130
Senior Professional – Grade 5	\$ 154
Senior Professional – Grade 6	\$ 175
Senior Professional – Grade 7	\$ 208
Senior Consultant – Grade 8	\$ 234
Senior Consultant – Grade 9	\$ 288
Senior Principal – Grade 10	\$ 288
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Senior CADD Drafter and Designer	\$ 116
CADD Drafter / Designer and Senior Technician	\$ 106
Technician, Word Processor, Administrative Staff	\$ 86
Office Aide	\$ 68

These rates are billed for both regular and overtime hours in all categories. Rates will increase up to 5% annually, at GEI’s option, for all contracts that extend beyond twelve (12) months after the date of the contract.

**OTHER PROJECT COSTS**

**Subconsultants, Subcontractors and Other Project Expenses** - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state sales and use taxes and state taxes on GEI fees.

**Billing Rates for Specialized Technical Computer Programs** – Computer usage for specialized technical programs will be billed at a flat rate of \$10.00 per hour in addition to the labor required to operate the computer.

**Field and Laboratory Equipment Billing Rates** – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

**Transportation and Subsistence** - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

**PAYMENT TERMS**

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI’s invoice number.

**DUDEK  
2012 STANDARD SCHEDULE OF CHARGES**

**ENGINEERING SERVICES**

Project Director .....	\$235.00/hr
Principal Engineer III.....	\$220.00/hr
Principal Engineer II .....	\$205.00/hr
Principal Engineer I .....	\$195.00/hr
Program Manager .....	\$200.00/hr
Senior Project Manager.....	\$185.00/hr
Project Manager.....	\$175.00/hr
Senior Engineer III.....	\$165.00/hr
Senior Engineer II .....	\$160.00/hr
Senior Engineer I .....	\$150.00/hr
Project Engineer IV/Technician IV.....	\$140.00/hr
Project Engineer III/Technician III.....	\$130.00/hr
Project Engineer II/Technician II.....	\$120.00/hr
Project Engineer I/Technician I .....	\$105.00/hr
Project Coordinator .....	\$85.00/hr
Engineering Assistant.....	\$75.00/hr

**ENVIRONMENTAL SERVICES**

Principal .....	\$225.00/hr
Senior Project Manager/Specialist II .....	\$210.00/hr
Senior Project Manager/Specialist I .....	\$200.00/hr
Environmental Specialist/Planner VI .....	\$180.00/hr
Environmental Specialist/Planner V .....	\$160.00/hr
Environmental Specialist/Planner IV .....	\$150.00/hr
Environmental Specialist/Planner III.....	\$140.00/hr
Environmental Specialist/Planner II.....	\$130.00/hr
Environmental Specialist/Planner I.....	\$120.00/hr
Analyst .....	\$100.00/hr
Planning Research Assistant .....	\$80.00/hr

**COASTAL PLANNING/POLICY SERVICES**

Senior Project Manager/Coastal Planner I .....	\$200.00/hr
Environmental Specialist/Coastal Planner VI .....	\$190.00/hr
Environmental Specialist/Coastal Planner V .....	\$170.00/hr
Environmental Specialist/Coastal Planner IV .....	\$160.00/hr
Environmental Specialist/Coastal Planner III .....	\$150.00/hr
Environmental Specialist/Coastal Planner II .....	\$140.00/hr
Environmental Specialist/Coastal Planner I .....	\$130.00/hr

**ARCHAEOLOGICAL SERVICES**

Senior Project Manager/Archaeologist II .....	\$210.00/hr
Senior Project Manager/Archaeologist I .....	\$200.00/hr
Environmental Specialist/Archaeologist VI .....	\$180.00/hr
Environmental Specialist/Archaeologist V .....	\$160.00/hr
Environmental Specialist/Archaeologist IV .....	\$150.00/hr
Environmental Specialist/Archaeologist III .....	\$140.00/hr
Environmental Specialist/Archaeologist II .....	\$130.00/hr
Environmental Specialist/Archaeologist I .....	\$120.00/hr
Archaeologist Technician II .....	\$70.00/hr
Archaeologist Technician I .....	\$50.00/hr

**CONSTRUCTION MANAGEMENT SERVICES**

Principal/Manager .....	\$195.00/hr
Senior Construction Manager .....	\$180.00/hr
Senior Project Manager.....	\$160.00/hr
Construction Manager .....	\$150.00/hr
Project Manager .....	\$140.00/hr
Resident Engineer.....	\$140.00/hr
Construction Engineer.....	\$135.00/hr
On-site Owner's Representative .....	\$130.00/hr
Construction Inspector III .....	\$125.00/hr
Construction Inspector II .....	\$115.00/hr
Construction Inspector I .....	\$105.00/hr
Prevailing Wage Inspector .....	\$135.00/hr

**HYDROGEOLOGICAL SERVICES**

Principal .....	\$220.00/hr
Sr. Environmental Engineer .....	\$190.00/hr
Sr. Hydrogeologist/Sr. Proj Mgr.....	\$170.00/hr
Project Manager.....	\$155.00/hr
Associate Hydrogeologist/Engineer .....	\$140.00/hr
Hydrogeologist IV/Engineer IV .....	\$125.00/hr
Hydrogeologist III/Engineer III .....	\$115.00/hr
Hydrogeologist II/Engineer II .....	\$105.00/hr
Hydrogeologist I/Engineer I .....	\$95.00/hr
Technician.....	\$95.00/hr

**DISTRICT MANAGEMENT & OPERATIONS**

District General Manager .....	\$175.00/hr
District Engineer.....	\$160.00/hr
Operations Manager .....	\$150.00/hr
District Secretary/Accountant .....	\$85.00/hr
Collections System Manager.....	\$95.00/hr
Grade V Operator.....	\$100.00/hr
Grade IV Operator.....	\$85.00/hr
Grade III Operator .....	\$80.00/hr
Grade II Operator .....	\$63.00/hr
Grade I Operator .....	\$55.00/hr
Operator in Training .....	\$40.00/hr
Collection Maintenance Worker II .....	\$55.00/hr
Collection Maintenance Worker I .....	\$40.00/hr

**OFFICE SERVICES**

*Technical/Drafting/CADD Services*

3D Graphic Artist.....	\$150.00/hr
Senior Designer .....	\$135.00/hr
Designer .....	\$125.00/hr
Assistant Designer .....	\$120.00/hr
GIS Specialist IV .....	\$150.00/hr
GIS Specialist III.....	\$140.00/hr
GIS Specialist II.....	\$130.00/hr
GIS Specialist I.....	\$120.00/hr
CADD Operator III.....	\$115.00/hr
CADD Operator II .....	\$110.00/hr
CADD Operator I.....	\$95.00/hr
CADD Drafter .....	\$85.00/hr
CADD Technician.....	\$75.00/hr

**SUPPORT SERVICES**

Technical Editor III .....	\$140.00/hr
Technical Editor II.....	\$125.00/hr
Technical Editor I.....	\$110.00/hr
Publications Assistant III .....	\$100.00/hr
Publications Assistant II.....	\$90.00/hr
Publications Assistant I.....	\$80.00/hr
Clerical Administration II.....	\$80.00/hr
Clerical Administration I.....	\$75.00/hr

**Forensic Engineering** – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

**Emergency and Holidays** – Minimum charge of two hours will be billed at 1.75 times the normal rate.

**Material and Outside Services** – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

**Travel Expenses** – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost

**Invoices, Late Charges.** - All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within thirty (30) days from the date of the invoice. Client agrees to pay a monthly late charge equal to one percent (1%) per month of the outstanding balance until paid in full.

**FUGRO CONSULTANTS, INC.**



4820 McGrath Street, Suite 100  
 Ventura, California 93003-7778  
 Tel: (805) 650-7000  
 Fax: (805) 650-7010

**SOUTHERN CALIFORNIA 2012 FEE SCHEDULE  
 FOR CONSULTING SERVICES**

<b>PROFESSIONAL STAFF</b>	<b>HOURLY RATE</b>
Staff Professional .....	\$ 110
Senior Staff Professional.....	120
Project Professional .....	140
Senior Project Professional.....	150
Senior Professional .....	165
Associate.....	185
Principal.....	215
Senior Principal .....	240

<b>TECHNICAL AND OFFICE STAFF</b>	
Field Technician/Inspector - Non-Prevailing Wage, Straight Time .....	95
Field Technician/Inspector - Prevailing Wage, Straight Time .....	105
Construction Inspector .....	110
Construction Services Manager .....	125
Engineering Assistant .....	110
Office Assistant .....	60
Word Processor/Clerical .....	75
Laboratory Technician.....	75
Technical Assistant/Illustrator .....	80
Illustrator II.....	85
CADD Operator.....	95
GIS Technician.....	95
HSE Manager.....	155

- Overtime Rates for Technical and Office Staff:*
- a. Saturday or over 8 hours/day during weekdays ..... 1.3 x straight time
  - b. Saturdays over 8 hours or Sundays/holidays ..... 1.5 x straight time
  - c. Swing or graveyard shift premium..... 1.3 x straight time

**Fees for expert witness preparation, testimony, court appearances,  
 or depositions will be billed at the rate of \$325 per hour.**

<b>OTHER DIRECT CHARGES</b>	
Subcontracted Services .....	Cost Plus 15%
Outside Reproduction .....	Cost Plus 15%
Outside Laboratory.....	Cost Plus 15%
Out-of-Pocket Expenses .....	Cost Plus 15%
Travel and Subsistence.....	Cost Plus 15%
Field Vehicle and Basic Sampling Equipment .....	125/day
Specialized Software Applications .....	30/hr
Finite Element/Finite Difference Packages .....	25/hr
Report reproduction and data reporting costs per staff hourly rates	
A surcharge of \$1 per linear foot of test boring depth will be added to cover the cost of standard engineering field supplies including sample tubes and caps, stakes, etc.	
Fee Schedule is subject to revision periodically	

**LABORATORY AND SPECIALTY TESTING AND EQUIPMENT..... See Separate Schedules**



**HOLLENBECK CONSULTING**

ESTABLISHED 2012

SPECIALIZING IN PROJECT AND CONSTRUCTION MANAGEMENT, HYDRAULIC STRUCTURES, AND WATER RESOURCES

7343 EL CAMINO REAL #195, ATASCADERO, CA 93422

(805) 458-7268

**2012 Billing Rate and Compensation Terms**

(Effective through December 31, 2012. Subject to increase thereafter)

**Invoicing Terms**

Hollenbeck Consulting will invoice the client at the beginning of each month for services provided in the preceding month. Invoices will be sent via U.S. Mail to the client's address and person responsible for receiving and processing the invoice. Hollenbeck Consulting realizes that the client needs time to review and approve invoices, and to make notification if all or part of the invoice is disputed; however, the undisputed portion of any invoice is requested to be paid within 30-days of the date the invoice is received in the client's office.

The invoicing will be based on the following rates for labor and expenses.

**Labor Rates**

The labor rate for Mr. Hollenbeck is \$175 per hour. This rate is in effect through the date given hereinabove, and is subject to increase if the services are extended beyond that date.

Currently Hollenbeck Consulting does not have any other employees. Once employees are hired, this billing rate sheet will be modified and forwarded to the client.

**Other Direct Costs (Expenses)**

Other direct costs (ODC) will be invoiced as follows:

- A communication fee of three-percent of the total monthly labor costs. The communication fee includes costs for computers and computer support, cell phones, land lines, and internet service providers.
- Non-routine business costs will be invoiced at cost plus 10-percent. Non-routine business costs include mass production of reports by a professional reproduction company, large-format reproductions, burning of CD's or DVD's by a reproduction company, ordering of reference documents to support the project, and other business expenses.
- Routine business costs will not be invoiced, but are assumed within the labor billing rate. Examples of routine business costs are pencils, pens, paper, etc.
- Mileage will be invoiced at the current IRS standard mileage rate for business miles driven (currently \$0.555 per mile), and subject to change when changed by the IRS.





## Gutierrez Consultants

### Rate Sheet

Classification	2012 Rate	2013 Rate	2014 Rate
Principal	\$185	\$190	\$200
Engineer/Planner	\$165	\$170	\$175

The individual hourly rate includes salary, overhead and profit. The hourly rate also includes ordinary expenses, including telecommunications, computer usage, and regular reproduction jobs. Other direct costs (ODCs) such as large reproduction jobs and travel expenses will be charged at actual cost plus 10%. Mileage will not be marked up. Subconsultants will be billed at actual cost plus 10%. Mileage rate will be that allowed by current IRS guidelines.

*Integrated Planning and Funding Solutions*

118 Diablo Ranch Court  
Danville, CA 94506

**San Luis Obispo County  
Flood Control and  
Water Conservation District**



**Regional Water Management Group  
and Water Resources Advisory  
Committee (WRAC)**

**Sub Consultants**  
Lidia Gutierrez  
Fugro (F)  
Dudek (D)  
John Hollenbeck, P.E.

Principal-in-Charge  
Naser Bateni, P.E.

Senior Advisor and QA/QC  
Mark Williamson, P.E.  
William Bennett, P.E., G.E.

Project Manager  
Mike Cornelius, P.G.

RWMG Working Group  
Jane Gray (D)  
Paul Sorensen, P.G., CHg (F)  
Robert Almy, P.G.  
John Hollenbeck, P.E.

**Outreach and Engagement**

Public and Subregional  
Outreach  
Jane Gray (D)

DAC & Tribal  
Outreach  
Jane Gray (D)

**Water Management**

Water Quality  
(DAC eval)  
Paul Sorensen, P.G., CHg (F)  
Robert Almy, P.G.

Surface  
Water  
John Hollenbeck, P.E.

Salt and Nutrient  
Management/Recycled Water  
Robert Almy, P.G.  
Sam Schaefer, P.E.

Flood Management/  
Stormwater  
Jeff Twitchell, P.E.  
Dick Westmore, P.E.

Watershed  
Planning  
Robert Almy, P.G.  
Jane Gray (D)

Groundwater  
Management  
Paul Sorensen, P.G., CHg (F)  
Mike Cornelius, P.G.

**Plan Update and Support**

IRWM Goals & Objectives/  
Project Prioritization  
Lidia Gutierrez

IRWM Program  
Monitoring System  
Donghai Wang, Ph.D., P.E.

Data Management/GIS  
Donghai Wang, Ph.D., P.E.  
Sarah Troedson

Climate Change  
Kwabena Asante Ph.D, P.E.

Grant Writing  
Lidia Gutierrez  
Mark Williamson, P.E.  
Robert Almy, P.G.