

**AMENDMENT NO. 3 TO
AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

This Amendment No. 3 to Agreement for Professional Engineering Services (“AMENDMENT”) is entered into by and between the SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (“DISTRICT”) and GEOSCIENCE SUPPORT SERVICES, INC. (“ENGINEER”) (collectively, “PARTIES”).

WHEREAS, on or about August 28, 2012, the PARTIES entered into an Agreement for Professional Engineering Services (“AGREEMENT”) whereby ENGINEER is to provide certain services in connection with the Paso Robles Groundwater Basin Model Update (“PROJECT”); and

WHEREAS, on or about October 3, 2013, the PARTIES entered into Amendment No. 1 to the AGREEMENT, which includes certain additional services within the Scope of Work; and

WHEREAS, on or about April 3, 2014, the PARTIES entered into Amendment No. 2 to the AGREEMENT, which includes certain terms and conditions in accordance with the requirements set forth in the Grant Agreement between the DISTRICT and the California Department of Water Resources; and

WHEREAS, copies of the AGREEMENT, Amendment No. 1 and Amendment No. 2 are attached hereto as Attachment 1 and incorporated herein by this reference; and

WHEREAS, the DISTRICT has granted the ENGINEER extensions of time for completion of work in accordance with Article 2 of the AGREEMENT; and

WHEREAS, the DISTRICT has a need for additional services related to the PROJECT, namely further refinement of the computer model and nine (9) analyses using said model once refined; and

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

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

1. ARTICLE 2 (“TIME FOR COMPLETION OF WORK”) of the AGREEMENT is hereby amended and restated in its entirety as follows:

TIME FOR COMPLETION OF WORK. No work shall be commenced prior to the ENGINEER'S receipt of the DISTRICT's Notice to Proceed. All Work shall be completed no later than July 31, 2015, 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.

2. Paragraph A ("COMPENSATION") of ARTICLE 3 ("PAYMENT FOR SERVICES") of the AGREEMENT is hereby amended and restated in its entirety and shall hereafter be and read as follows:

COMPENSATION. The DISTRICT shall pay to the ENGINEER as compensation in full for all Work required by this Agreement a sum not to exceed \$385,877. 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.

2. Exhibit A to the AGREEMENT is hereby amended to include the scope of work set forth in the attached Attachment 2 incorporated herein by this reference.

3. Exhibit B to the AGREEMENT is hereby amended to include the cost proposal set forth in the attached Attachment 2 incorporated herein by this reference.

4. This AMENDMENT shall be effective as of the day it is fully executed by both PARTIES.

5. Except as specifically amended herein, all of the terms, provisions, requirements and specifications contained within the AGREEMENT and Amendment No. 1 and Amendment No. 2 to the AGREEMENT shall remain in full force and effect.

IN WITNESS THEREOF, the PARTIES hereto have executed this AMENDMENT, and this AMENDMENT shall become effective on the date shown signed by the DISTRICT.

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

By: _____

Date: _____, 2015

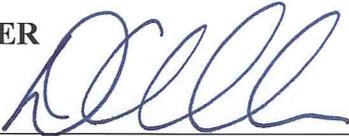
**Chairperson of the Board
San Luis Obispo County Flood Control and
Water Conservation District, State of California**

ATTEST:

Date: _____, 2015

**County Clerk and Ex-Officio Clerk of the
Board of Supervisors, San Luis Obispo County
Flood Control and Water Conservation District, State of California**

ENGINEER

By:  _____

Date: 22-Dec-14

Name: Dennis Williams

Title: President

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
District Counsel

By:  _____

Date: 12-19-2014

Deputy District Counsel