AMENDMENT NO. 1 TO
AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES

This Amendment No. 1 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 CAROLLO ENGINEERS, INC. ("ENGINEER") (collectively, "PARTIES").

WHEREAS, on or about April 22, 2014, the PARTIES entered into an Agreement for Professional Engineering Services ("AGREEMENT"), a copy of which is attached hereto as Attachment 1 and incorporated herein by this reference, whereby ENGINEER is to provide certain services in connection with the 2014 Drought Solicitation Integrated Regional Water Management ("IRWM)" Implementation Grant Program; and

WHEREAS, as the 2015 Solicitation IRWM Implementation Grant Program similarly prioritizes long-term drought response or relief projects, information and materials developed by ENGINEER for the 2014 efforts can be re-used; and

WHEREAS, the DISTRICT has a need for additional special services and advice with respect to the 2015 Solicitation IRWM Implementation Grant Program; and

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

WHEREAS, the PARTIES seek to amend the AGREEMENT in order to include such additional special services.

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

1. The first recital of the AGREEMENT is hereby amended and restated in its entirety and shall hereafter be and read as follows:

WHEREAS, the DISTRICT has need for special services and advice with respect to the work described herein for the 2014 Drought Solicitation Integrated Regional Water Management ("IRWM") Implementation Grant Program and with respect to 2015 Solicitation IRWM Implementation Grant Program (hereafter, the "Project"); and

2. ARTICLE 2 ("TIME FOR COMPLETION OF WORK") of the AGREEMENT is hereby amended and restated in its entirety and shall hereafter be and read 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. In addition, no work shall be commenced on Task 15 as described in Exhibit A prior to the ENGINEER's receipt of a separate

Notice to Proceed from the DISTRICT for this particular task. All Work shall be completed no later than March 31, 2016, provided 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.

3. Paragraph 1 of Section 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:

DISTRICT shall pay to ENGINEER as compensation in full for all Work required by this Agreement a sum not to exceed the total Agreement amount of $265,974.00. The sum for Tasks 1 through 9 as identified in Exhibit A shall not exceed $141,030.00 and the sum for Tasks 10 through 15 as identified in Exhibit A shall not exceed 124,944.00.

4. Exhibit A to the AGREEMENT is hereby replaced in its entirety with the Scope of Work attached hereto as Attachment 2 and incorporated herein by this reference.

5. Exhibit B to the AGREEMENT is hereby replaced in its entirety with the Cost Proposal attached hereto as Attachment 3 and incorporated herein by this reference.

6. Exhibit C to the AGREEMENT is hereby replaced in its entirety with the Organizational Chart attached hereto as Attachment 4 and incorporated herein by this reference.

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

8. Except as specifically amended herein, all of the terms, provisions, requirements and specifications contained within the AGREEMENT shall remain in full force and effect.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS THEREOF,

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: Lydin Holmes Lou Carella Date: 4-30-15

Name: Lydin Holmes / Lou Carella

Title: Vice President / Exec. Vice President

APPROVED AS TO FORM AND LEGAL EFFECT:
RITA L. NEAL
County Counsel

By: _____ Date: April 28, 2015

Deputy County Counsel

[redacted]

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 Carollo Engineers, Inc., a corporation whose address is 2700 Ygnacio Valley Road, Suite 300, Walnut Creek, CA 94598, herein called "ENGINEER." This Agreement shall be effective as of the date it is fully executed by the parties.

The DISTRICT department responsible for administering this Agreement is the 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 the 2014 Drought Solicitation Integrated Regional Water Management (IRWM) Implementation Grant Program (hereafter, 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. **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. All Work shall be performed to the prevailing professional standard.

ARTICLE 2. **TIME FOR COMPLETION OF WORK.** No Work shall be commenced prior to the ENGINEER's receipt of the DISTRICT's Notice to Proceed. In addition, no work shall be commenced on Task 9 as described in Exhibit A prior to the ENGINEER's receipt of a separate Notice to Proceed from the DISTRICT for this particular task. All

Work shall be completed no later than twelve (12) months from the date on which this Agreement is signed by the DISTRICT 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 3. <u>PAYMENT FOR SERVICES.</u>

A. **<u>COMPENSATION.</u>**

1. DISTRICT shall pay to ENGINEER as compensation in full for all Work required by this Agreement a sum not to exceed the total Agreement amount of $191,373.

2. Progress payments will be made to ENGINEER based on compensable services provided and allowable costs incurred at the rates set forth in the ENGINEER'S Cost Proposal attached hereto as Exhibit B. All payments to ENGINEER shall be based on actual services performed and costs incurred at the rates set forth in Exhibit B.

3. The DISTRICT reserves the right to delete Work from ENGINEER's Scope of Work, but such deletion must be in writing from the DISTRICT's Public Works Director and expressly state that certain Work is being deleted. ENGINEER shall be entitled to no compensation for any Work that is deleted.

B. **<u>REPORTS.</u>** 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. The 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 4. 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 5. (INTENTIONALLY OMITTED)

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 County 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 ("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;

$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 POLICY ("BAP").** 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 dollars ($1,000,000) 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 ("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 dollars ($1,000,000) each accident / Bodily Injury (herein "BI"); one-million ($1,000,000) dollars policy limit BI by disease; and, one-million dollars ($1,000,000) each employee BI by disease.

4. **PROFESSIONAL LIABILITY ("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 three (3) 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 & BAP);
2. The San Luis Obispo County 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 & BAP);
3. 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, BAP, & PL);
4. 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);
5. 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 (WC); and
6. 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 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
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.

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 Section 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.

D. The ENGINEER accepts the relationship of trust and confidence established with DISTRICT by this Agreement, and covenants with the DISTRICT to furnish the

ENGINEER's reasonable skill and judgment in furthering the interests of the DISTRICT. The ENGINEER shall use its best efforts to perform in an expeditious and economical manner consistent with the interests of the DISTRICT.

E. If ENGINEER ever has reason to believe that any of its general or professional duties of care conflict with any requirements of this Agreement, the ENGINEER shall promptly so notify the DISTRICT in writing.

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. The Board of Supervisors for the DISTRICT delegates to the Director of Public Works of San Luis Obispo County the authority to terminate this Agreement pursuant to this Article 13 on behalf of the DISTRICT.

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. The Board of Supervisors for the DISTRICT delegates to the Director of Public Works of San Luis Obispo County the authority to terminate this Agreement pursuant to this Article 14 on behalf of the DISTRICT. 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. <u>COVENANT AGAINST CONTINGENT FEES.</u> 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. <u>DISPUTES & CLAIMS.</u>

A. **<u>EXCLUSIVE REMEDY.</u>** Any demand or assertion by ENGINEER seeking any additional compensation and/or time extension, or other relief, for any reason whatsoever (hereafter collectively "Claim"), must be in strict compliance with the requirements of this Article 17. For purposes of this Article 17, any and all Work relating to any such demand or assertion shall be referred to as "Disputed Work", regardless of whether the basis of the demand or assertion arises from an interpretation of the Agreement, an action or inaction of ENGINEER or DISTRICT, or any other event, issue, or circumstance. If the Disputed Work relates to any Work performed by any subcontractors or subconsultants hired by ENGINEER in compliance with the provisions of this Agreement, any such Claims must also be processed by ENGINEER in accordance with the provisions of this Article 17.

The administration of a Claim as provided in this Article 17, including ENGINEER's performance of its duties and obligations specified in this Article 17 is ENGINEER's sole and exclusive remedy for disputes of all types pertaining to the payment of money, extension of time, the adjustment or interpretation of the Agreement or other contractual or tort relief arising from Agreement. Compliance with the procedures described in this Article 17 is a condition precedent to the right to file a Government Code Claim, commence litigation, or commence any other legal action.

ENGINEER waives the right to pursue or submit any Claims not processed in accordance with Article 17.

B. **MANDATORY PROCEDURE AND CONDITION PRECEDENT**. The requirements set forth in this Article 17 are mandatory, and ENGINEER shall strictly comply with these requirements. Strict compliance with these requirements is a condition precedent to ENGINEER's ability to exercise any rights or remedies that may otherwise be available to ENGINEER under the Agreement or any applicable Laws or Regulations relating to the Claim. No action or inaction by ENGINEER and/or DISTRICT to try to resolve any Claim(s) through agreement, amendment, mediation, settlement, or any other means shall excuse ENGINEER from strictly complying with the requirements of this Article 17. ENGINEER shall bear all costs incurred in complying with the provisions of this Article 17.

C. **NOTICE OF POTENTIAL CLAIM.** The ENGINEER shall not be entitled to any additional compensation and/or time under this Agreement 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's Public Works Director 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 and/or time will or may be due, the nature of the cost involved, and, insofar as possible, the full amount of additional compensation and/or time extension sought in relation to 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 any Disputed Work. 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 and/or time regarding any Claim for which no written Notice of Potential Claim as herein required was filed with the DISTRICT Director of Public Works.

D. **NOTICE OF FINAL CLAIM.** As soon as reasonably practical upon completion of the Disputed Work, and no later than 30 days after completion of the Disputed Work, ENGINEER shall provide to DISTRICT a Notice of Final Claim containing a full and final documentation of the Claim that provides the following information:

1. A detailed factual narration of events fully describing the nature and circumstances that caused the dispute, including, but not limited to, necessary dates, locations, and items of Work affected by the dispute.

2. The specific provisions of the Agreement that support the Claim and a statement of the reasons these provisions support and provide a basis for entitlement of the Claim.

3. When additional monetary compensation is requested, the exact amount requested, including an itemized breakdown of individual costs. These costs shall be segregated into the following cost categories:

a. Labor – A listing of individuals, classifications, hours and dates worked, hourly labor rates, and other pertinent information related to the requested reimbursement of labor costs.

b. Materials/ Equipment – Invoices, purchase orders, location of materials/ equipment used to perform the Disputed Work, dates they were used, and other pertinent information related to the requested reimbursement of material/ equipment costs. (Any applicable equipment rates shall be at the applicable State rental rate as listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," in effect when the Disputed Work was performed.)

c. Other categories as specified by DISTRICT.

E. **ENGINEER'S CONTINUING OBLIGATIONS.** Neither the filing of a Notice of Potential Claim or of a Notice of Final 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. ENGINEER shall promptly respond to any requests for further information or documentation regarding ENGINEER's potential or final Claim. If ENGINEER fails to provide an adequate written response to DISTRICT within 15 days of DISTRICT's written request for such further documentation or information, ENGINEER shall be deemed to have waived its Claim. If the further documentation or information requested by DISTRICT, in the opinion of the DISTRICT, reasonably take the ENGINEER more than 15 days to comply with, the written request shall provide the ENGINEER a specific response deadline that is commensurate to a reasonable response time.

F. **RESPONSE TO NOTICE OF FINAL CLAIM**. The DISTRICT shall respond in writing to the Notice of Final Claim within 60 days of receipt thereof, or may request,

in writing, within 45 days of said receipt, any additional information or documentation relating to the Claim or any defenses to the Claim the DISTRICT may have against the ENGINEER. ENGINEER shall comply with the request within the reasonable time deadline provided by DISTRICT in the request. If any additional information is thereafter requested by DISTRICT, it shall likewise be provided by ENGINEER within the reasonable time deadline provided by DISTRICT in such follow-up request. The written response to the Notice of Final Claim shall be submitted to the ENGINEER within 30 days after receipt of such further information and documentation, or within a period of time no greater than that taken by the ENGINEER in producing the additional information or documentation, whichever is greater. ENGINEER may request an informal conference to meet and confer for settlement of the issues in dispute, but ENGINEER shall have no right to demand such a conference. Neither the requesting of any such conference by ENGINEER or DISTRICT, nor the holding of such conference shall affect the date of the final decision on the Claim. No written communications of DISTRICT sent to ENGINEER after any such conference will change the date of the final decision on the Claim unless the writing expressly states that the date of the final decision is being changed to a new specific date.

A Claim may be granted in whole or in part only by a written response that contains the signature of the DISTRICT's Public Works Director or his authorized representative. In the event a valid written decision is not provided to ENGINEER within the time prescribed in this Article 17, the Claim shall be deemed denied on the last day a written response was due. The date upon which the Claim is approved or denied pursuant to the provisions of this Article 17, shall constitute the date of the final decision on the Claim under the provisions of this Article 17. The date of the final decision on a Claim can only be changed by a subsequent writing signed by DISTRICT that expressly states that the date of the final decision on the Claim has been changed to a new specific date.

G. **GOVERNMENT CODE CLAIM REQUIREMENTS.** For all Claims not resolved as a result of these Article 17 procedures, ENGINEER must submit each Claim in a Government Code Section 910 form of claim for final investigation and consideration of its settlement prior to initiation of any litigation on any such Claim, as required by Government Code Section 945.4. Pursuant to Government Code Section 930.2, the one-year period in Government Code Section 911.2 is hereby reduced to 150 days.

This time deadline is measured from the accrual date of each separate cause of action. The time deadline for filing a Government Code claim shall not be tolled by any action or inaction by ENGINEER or DISTRICT, including but not limited to any action or inaction to try to resolve the Claim through negotiation, mediation, settlement, agreement (including Change Order), or by any other means, other than by a separate written tolling agreement expressly approved as to form (on the face of the agreement) by the County Counsel's Office.

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. <u>EQUIPMENT PURCHASE.</u>

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 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. <u>APPLICABLE LAW AND VENUE.</u> 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:

Ms. Lydia Holmes, Project Engineer
Carollo Engineers, Inc.
2700 Ygnacio Valley Road, Suite 300
Walnut Creek, CA 94598

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.

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 THIRD PARTIES.

A. If claims are filed against the DISTRICT by any third party that relates in any way to any 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 with 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 are 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 the other party a different rate for deposition or trial testimony.

C. Services of the ENGINEER's personnel in connection with the DISTRICT's third-party 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. <u>CONFLICT OF INTEREST.</u>

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.

ARTICLE 32. THIRD PARTIES. The services to be performed by the ENGINEER are intended solely for the benefit of the DISTRICT. No person or entity not a signatory to this Agreement shall be entitled to rely on the ENGINEER's performance of its services hereunder, and no right to assert a claim against the ENGINEER by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the ENGINEER's services hereunder.

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

SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: Bruce S. Gibson Date: April 22, 2014

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

ATTEST:

By: JULIE L. RODEWALD Date: April 22, 2014

County Clerk and Ex-Officio Clerk of the
Board of Supervisors, County of San Luis Obispo,
State of California

By: Sandy Currens
Deputy Clerk

ENGINEER

By: Lydia Holmes / Louis J. Carella Date: 4/9/14

Name: Lydia Holmes / Louis J. Carella

Title: Vice President / Executive VP

APPROVED AS TO FORM AND LEGAL EFFECT:
RITA L. NEAL
County Counsel

By: _____ Date: April 10, 2014
Deputy County Counsel

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EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

SUPPORT FOR IRWM DROUGHT FUNDING GRANT

Project Understanding

The State of California has issued a State of Emergency over the 2014 drought situation. In an effort to support drought relief, the state has directed the Department of Water Resources (DWR) to expedite $200 million in grant funding through the Integrated Regional Water Management (IRWM) program to support projects that provide drought relief and improve water supply reliability.

To compete for this grant money, the DISTRICT must submit a grant application following DWR guidelines. This grant application will include projects that meet the objectives and have been vetted through the process established by the region's IRWM Plan.

General Scope Assumptions

The proposed Professional Engineering Services and associated level of effort is based on the following general assumptions. Task specific assumptions are included separately under each scope task description.

1. DISTRICT and project sponsors will provide project information needed to complete the grant application.
2. ENGINEER will work directly with the project sponsors. The DISTRICT acknowledges that project sponsors will provide varying levels of support, and will support ENGINEER's effort to engage project sponsor, if needed.
3. Project coordination and communication will generally be directed to occur between the DISTRICT's Project Manager and ENGINEER's Project Manager.
4. There will be a maximum of five projects included in the grant application. The ENGINEER acknowledges that Task 2 may result in less than five projects being selected, in which case the costs associated with Tasks 5, 6, and 9 are expected to be less than the budgeted amount.

Scope of Services

Task 1 – Preliminary Review

The purpose of this task is to review draft and final DWR guidance and Proposal Solicitation Package (PSP) documents. ENGINEER will provide DISTRICT with comments to submit on the draft PSP. Additionally, ENGINEER will attend one DWR workshop and participate in one Central Coast conference call regarding the grant guidelines and Proposal Solicitation Package.

Task 2 – Project Solicitation

ENGINEER will develop project solicitation documents to be sent to the IRWM participants to identify the grant opportunity and solicit input on projects to be included in the grant application.

The project solicitation documents will ensure compliance with the IRWM project review process and facilitate review of project competitiveness for the drought funding. The documents will include tables for the project sponsors to fill out so that projects can be compared to the grant guidelines. ENGINEER will be responsible for addressing questions from project sponsors. Once the projects are submitted, ENGINEER will review projects ability to meet grant requirements and preference points and develop a recommended project list and the basis for the recommendation. The recommended projects will be presented to the RWMG for approval. ENGINEER will participate in one RWMG meeting to present the recommended projects and the grant strategy.

Task 3 – On-Line Application

ENGINEER will register on the GRanTS website for authorization of submittal of the SLO grant application. ENGINEER will complete the on-line grant application including the applicant information, proposal budget, and all project specific information including geographic information, legislative information, project information, project benefits information, project budget, geographic information, legislative information, and applicant information.

Task 4 – Overall Proposal and Program Description

ENGINEER will prepare a description of how the IRWM region has been affected by the drought and how continuation of the drought could impact future water supplies. Any restrictions or actions that have been taken in response to the drought will be summarized. This description will also include the consistency with the IRWM Plan and compliance with other plans and requirements (e.g. Urban Water Management Plans, CASGEM). The program description will also describe the IRWM boundaries and any disadvantaged communities (DACs) in the region affected by the proposed grant projects. These descriptions will be used to generate the following sections of the grant application:

- Attachment 1 – Authorization and Eligibility
- Attachment 2 – Drought Impacts
- Attachment 7 – Program Preferences
- Attachment 8 – Disadvantaged Communities

Task 5 – Specific Project Development

ENGINEER will work with project sponsors to develop project need, project descriptions, justifications, quantified benefits, budget and schedule. It is assumed that up to five (5) projects will be included in the grant application. ENGINEER will provide assistance and support to project sponsors, as necessary and appropriate in assembling required and technically superior materials for submittal in support of projects. Specifically, ENGINEER will provide communication, outreach, coordination and support to DACs as necessary and appropriate to ensure these communities are appropriately incorporated into this process and given an opportunity to contribute and be active in the project collection and selection process. Work efforts from this task will be used to generate the following sections of the grant application for each project:

- Attachment 3 – Project Justification
- Attachment 4 – Work Summary
- Attachment 5 – Budget Summary
- Attachment 6 – Schedule

Task 6 – Grant Application

ENGINEER will compile all the sections of the grant application into a draft grant package for the DISTRICT to review. Comments will be addressed in a final grant package that will be

submitted to DWR. ENGINEER will upload the grant application to the state's GRanTS website and deliver original signed documents, as required.

Task 7 – Local Outreach and IRWM Coordination

ENGINEER shall provide outreach to and communication with the stakeholders and public regarding DWR's Proposal Solicitation Package. This includes, the preparation of materials and/or correspondences and discussions regarding:

- information on the 2014 Drought Guidelines and PSP;
- the types of projects eligible for the solicitation;
- the projects' relation to the IRWM and this specific funding proposal;
- type and detail of information needed for successful and competitive projects;
- the timeline for project collection;
- the timeline for project selection;
- the timeline for application preparation;
- the timeline associated with grant review and conditional awards.

Task 8 – Project Management and Meetings

ENGINEER shall manage the efforts of Carollo team and subconsultants throughout the duration of this task. Project management will include preparation of project activities schedule, workflow plan, progress and expenditure tracking. ENGINEER will also participate in weekly conference calls over a three-month duration (May, June and July 2014) and participate in up to three in-person meetings.

Task 9 – Grant Contracting

If conditionally awarded funding, ENGINEER will support Grant Contracting and submission of all of the following items within thirty (30) calendar days of written notification:

- A detailed Work Plan for each project contained in the Proposal
- Documentation to support the Project Justification claims contained in the Proposal
- Audited Financial Statements for the Grantee and the individual project proponents whose project(s) is/are about to begin construction/implementation
- CEQA/NEPA documentation for those projects that are about to begin construction/implementation
- Other materials that DWR deems necessary, which will be detailed in the award notification

Items Not Included In Current Scope of Work

The DISTRICT and ENGINEER acknowledge that the scope and level of effort required for this grant application may change over time and is, therefore, difficult to estimate. The DISTRICT acknowledges that it does not expect the ENGINEER to conduct work beyond its approved budget. If additional work is required that is not included in this scope of work, an amendment for additional scope and budget would be negotiated. Such potential work could include:

- Conceptual project development
- Additional meetings
- Supplemental documentation required by DWR in support of the application
- Additional projects to be included in the application

County of San Luis Obispo

IRWM Drought Grant Assistance

EXHIBIT B - Labor and Budget Estimate

April 9, 2014

	Task Description	CAROLLO Senior Prof $265	Lead Project $244	Prof Eng $188	Asst Prof $154	Graphics/GIS CAD $135	Support Staff WP $102	CAROLLO Total Hours	CAROLLO Labor Subtotal	SUBCONSULTANT Gutierrez Consultants $205	Dudek $150	Total Hours	Labor Subtotal	PECE(1) $ 11.70	Mileage Trips	Mileage Amount $0.56 per mi	Hotel/ Subsistence	Sub Markup 5%	ODC Subtotal	TOTAL
IRWM Drought Grant Assistance																				
1.0	**Task 1.0 - Preliminary Review**																			
1.1	Preliminary Grant Review	0	4	4	0	0	0	8	$ 1,728	8	0	8	$ 1,640	$ 94	0	$ -	$ -	$ 82	$ 176	$ 3,544
	Subtotal Task 1.0	0	4	4	0	0	0	8	$ 1,728	8	0	8	$ 1,640	$ 94	0	$ -	$ -	$ 82	$ 176	$ 3,544
2.0	**Task 2.0 - Project Solicitation**																			
2.2	Project Solicitation	0	8	0	8	0	0	16	$ 3,184	24	52	76	$ 12,720	$ 187	2	$ 515.20	$ 1,200.00	$ 636	$ 2,538	$ 18,442
	Subtotal Task 2.0	0	8	0	8	0	0	16	$ 3,184	24	52	76	$ 12,720	$ 187	2	$ 515.20	$ 1,200.00	$ 636	$ 2,538	$ 18,442
3.0	**Task 3.0 - On-Line Application**																			
3.1	On-Line Application	0	0	0	0	0	0	0	$ -	16	0	16	$ 3,280	$ -	0	$ -	$ -	$ 164	$ 164	$ 3,444
	Subtotal Task 3.0	0	0	0	0	0	0	0	$ -	16	0	16	$ 3,280	$ -	0	$ -	$ -	$ 164	$ 164	$ 3,444
4.0	**Task 4.0 - Overall Proposal and Program Description**																			
4.1	Overall Proposal and Program Description	2	16	16	24	0	0	58	$ 11,138	60	0	60	$ 12,300	$ 679	0	$ -	$ -	$ 615	$ 1,294	$ 24,732
	Subtotal Task 4.0	2	16	16	24	0	0	58	$ 11,138	60	0	60	$ 12,300	$ 679	0	$ -	$ -	$ 615	$ 1,294	$ 24,732
5.0	**Task 5.0 - Specific Project Development**																			
5.1	Project Development (5 projects)	2	40	80	200	60	0	382	$ 64,230	60	0	60	$ 12,300	$ 4,469	0	$ -	$ -	$ 615	$ 5,084	$ 81,614
	Subtotal Task 5.0	2	40	80	200	60	0	382	$ 64,230	60	0	60	$ 12,300	$ 4,469	0	$ -	$ -	$ 615	$ 5,084	$ 81,614
6.0	**Task 6.0 - Grant Application**																			
6.1	Grant Application	0	2	4	8	0	0	14	$ 2,472	16	0	16	$ 3,280	$ 164	0	$ -	$ -	$ 164	$ 328	$ 6,080
	Subtotal Task 6.0	0	2	4	8	0	0	14	$ 2,472	16	0	16	$ 3,280	$ 164	0	$ -	$ -	$ 164	$ 328	$ 6,080
7.0	**Task 7.0 - Local Outreach and IRWM Coordination**																			
7.1	Local Outreach and IRWM Coordination	0	8	0	0	0	0	8	$ 1,952	16	16	32	$ 5,680	$ 94	1	$ 257.60	$ 600.00	$ 284	$ 1,235	$ 8,867
	Subtotal Task 7.0	0	8	0	0	0	0	8	$ 1,952	16	16	32	$ 5,680	$ 94	1	$ 257.60	$ 600.00	$ 284	$ 1,235	$ 8,867
8.0	**Task 8.0 - Project Management/Meetings**																			
8.1	Project Management & Meetings	4	40	24	0	0	12	80	$ 16,556	40	8	48	$ 9,400	$ 936	3	$ 772.80	$ 3,600.00	$ 470	$ 5,779	$ 31,735
	Subtotal Task 8.0	4	40	24	0	0	12	80	$ 16,556	40	8	48	$ 9,400	$ 936	3	$ 772.80	$ 3,600.00	$ 470	$ 5,779	$ 31,735
9.0	**Task 9.0 - Grant Contracting**																			
9.1	Grant Contracting	0	0	0	0	0	0	0	$ -	60	0	60	$ 12,300	$ -	0	$ -	$ -	$ 615	$ 615	$ 12,915
	Subtotal Task 9.0	0	0	0	0	0	0	0	$ -	60	0	60	$ 12,300	$ -	0	$ -	$ -	$ 615	$ 615	$ 12,915
	Total																			
	Total Hours	8	118	128	240	60	12	566	$ 101,260	300	76	328	$ 72,900	$ 6,622	6	$ 1,546	$ 5,400	$ 3,645	$ 17,213	**$ 191,373**
	Total Fee	$ 2,120	$ 28,792	$ 24,064	$ 36,960	$ 8,100	$ 1,224			$ 61,500	$ 11,400									

Note : This exhibit is an estimation of the time and costs for each Task. The DISTRICT understands that money may need to be shifted between tasks, subject to the written approval of the DISTRICT Project Manager.

(1) PECE = Project Equipment Communication Expense

CAROLLO ENGINEERS, INC.
FEE SCHEDULE

As of January 1, 2014
California

	Hourly Rate
Engineers/Scientists	
Assistant Professional	$154.00
Professional	188.00
Project Professional	223.00
Lead Project Professional	244.00
Senior Professional	265.00
Technicians	
Technicians	115.00
Senior Technicians	162.00
Support Staff	
Document Processing / Clerical	102.00
Project Equipment Communication Expense (PECE) Per DL Hour	**11.70**
Other Direct Expenses	
Travel and Subsistence	at cost
Mileage at IRS Reimbursement Rate Effective January 1, 2014	$.56 per mile
Subconsultant	cost + 10%
Other Direct Cost	cost + 10%
Expert Witness	Rate x 2.0

This fee schedule is subject to annual revisions due to labor adjustments.

2014 Rate Sheet
Gutierrez Consultants, Inc.

Classification	Rate
Principal	$205
Engineer/Planner	$175
Project Assistant	$150

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.

DUDEK
2014 STANDARD SCHEDULE OF CHARGES

ENGINEERING SERVICES

Project Director	$250.00/hr
Principal Engineer III	$220.00/hr
Principal Engineer II	$210.00/hr
Principal Engineer I	$200.00/hr
Program Manager	$200.00/hr
Senior Project Manager	$190.00/hr
Project Manager	$185.00/hr
Senior Engineer III	$180.00/hr
Senior Engineer II	$170.00/hr
Senior Engineer I	$160.00/hr
Project Engineer IV/Technician IV	$150.00/hr
Project Engineer III/Technician III	$135.00/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 II	$210.00/hr
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

COMPLIANCE SERVICES

Compliance Director	$200.00/hr
Compliance Manager	$140.00/hr
Compliance Project Coordinator	$100.00/hr
Compliance Monitor	$90.00/hr

HYDROGEOLOGICAL SERVICES

Principal	$235.00/hr
Sr. Hydrogeologist III/Engineer III	$200.00/hr
Sr. Hydrogeologist II/Engineer II	$180.00/hr
Sr. Hydrogeologist I/Engineer I	$165.00/hr
Hydrogeologist V/Engineer V	$150.00/hr
Hydrogeologist IV/Engineer IV	$130.00/hr
Hydrogeologist III/Engineer III	$120.00/hr
Hydrogeologist II/Engineer II	$110.00/hr
Hydrogeologist I/Engineer I	$100.00/hr
Technician	$100.00/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

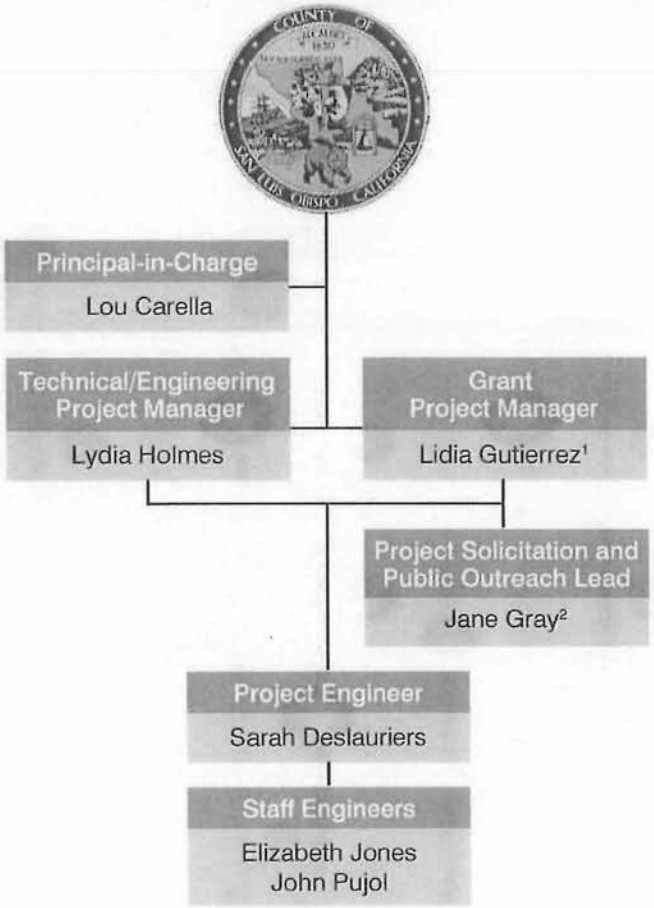
SUPPORT SERVICES

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

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.
Annual Increases – Unless identified otherwise, these standard rates will increase 3% annually.

EXHIBIT C

ORGANIZATION CHART



1. Gutierrez Consultants
2. Dudek

sloco0414o1.ai

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

SUPPORT FOR IRWM FUNDING GRANTS

Project Understanding

The State of California has issued a State of Emergency over the 2014 drought situation. In an effort to support drought relief, the state has directed the Department of Water Resources (DWR) to expedite $200 million in grant funding through the Integrated Regional Water Management (IRWM) program to support projects that provide drought relief and improve water supply reliability.

DWR expedited a round of grant funding for drought response. The DISTRICT must submit a grant application in 2014 following DWR guidelines. This grant application will include projects that meet the objectives and have been vetted through the process established by the region's IRWM Plan.

DWR expedited the final Proposition 84 grant funding round: 2015 IRWM grant solicitation, which similarly prioritizes long-term drought response or relief projects. The DISTRICT must submit a grant application in 2015 following DWR guidelines. This grant application will include projects that meet the objectives and have been vetted through the process established by the region's IRWM Plan. This scope has been revised and amended to build upon the 2014 application materials to develop and submit the 2015 IRWM grant application.

General Scope Assumptions

The proposed Professional Engineering Services and associated level of effort is based on the following general assumptions. Task specific assumptions are included separately under each scope task description.

1. DISTRICT and project sponsors will provide project information needed to complete the grant application.
2. ENGINEER will work directly with the project sponsors. The DISTRICT acknowledges that project sponsors will provide varying levels of support, and will support ENGINEER's effort to engage project sponsor, if needed.
3. Project coordination and communication will generally be directed to occur between the DISTRICT's Project Manager and ENGINEER's Project Manager.
4. For 2014 efforts: There will be a maximum of five projects included in the grant application. The ENGINEER acknowledges that Task 2 may result in less than five projects being selected, in which case the costs associated with Tasks 5, 6, and 9 are expected to be less than the budgeted amount.
5. For 2015 efforts: There will be a maximum of four projects included in the grant application. The ENGNEER acknowledges that the DISTRICT efforts to conduct the 2015 project solicitation may result in less than four projects being selected, in which case the costs associated with Tasks 12, 13 and 15 are expected to be less than the budgeted amount.

Scope of Services – 2014 Effort:

Task 1 – Preliminary Review

The purpose of this task is to review draft and final DWR guidance and Proposal Solicitation Package (PSP) documents. ENGINEER will provide DISTRICT with comments to submit on the draft PSP. Additionally, ENGINEER will attend one DWR workshop and participate in one Central Coast conference call regarding the grant guidelines and Proposal Solicitation Package.

Task 2 – Project Solicitation

ENGINEER will develop project solicitation documents to be sent to the IRWM participants to identify the grant opportunity and solicit input on projects to be included in the grant application. The project solicitation documents will ensure compliance with the IRWM project review process and facilitate review of project competitiveness for the drought funding. The documents will include tables for the project sponsors to fill out so that projects can be compared to the grant guidelines. ENGINEER will be responsible for addressing questions from project sponsors. Once the projects are submitted, ENGINEER will review projects ability to meet grant requirements and preference points and develop a recommended project list and the basis for the recommendation. The recommended projects will be presented to the RWMG for approval. ENGINEER will participate in one RWMG meeting to present the recommended projects and the grant strategy.

Task 3 – On-Line Application

ENGINEER will register on the GRanTS website for authorization of submittal of the SLO grant application. ENGINEER will complete the on-line grant application including the applicant information, proposal budget, and all project specific information including geographic information, legislative information, project information, project benefits information, project budget, geographic information, legislative information, and applicant information.

Task 4 – Overall Proposal and Program Description

ENGINEER will prepare a description of how the IRWM region has been affected by the drought and how continuation of the drought could impact future water supplies. Any restrictions or actions that have been taken in response to the drought will be summarized. This description will also include the consistency with the IRWM Plan and compliance with other plans and requirements (e.g. Urban Water Management Plans, CASGEM). The program description will also describe the IRWM boundaries and any disadvantaged communities (DACs) in the region affected by the proposed grant projects. These descriptions will be used to generate the following sections of the grant application:

- Attachment 1 – Authorization and Eligibility
- Attachment 2 – Drought Impacts
- Attachment 7 – Program Preferences
- Attachment 8 – Disadvantaged Communities

Task 5 – Specific Project Development

ENGINEER will work with project sponsors to develop project need, project descriptions, justifications, quantified benefits, budget and schedule. It is assumed that up to five (5) projects will be included in the grant application. ENGINEER will provide assistance and support to project sponsors, as necessary and appropriate in assembling required and technically superior materials for submittal in support of projects. Specifically, ENGINEER will provide communication, outreach, coordination and support to DACs as necessary and appropriate to ensure these communities are appropriately incorporated into this process and given an

opportunity to contribute and be active in the project collection and selection process. Work efforts from this task will be used to generate the following sections of the grant application for each project:

- Attachment 3 – Project Justification
- Attachment 4 – Work Summary
- Attachment 5 – Budget Summary
- Attachment 6 – Schedule

Task 6 – Grant Application

ENGINEER will compile all the sections of the grant application into a draft grant package for the DISTRICT to review. Comments will be addressed in a final grant package that will be submitted to DWR. ENGINEER will upload the grant application to the state's GRanTS website and deliver original signed documents, as required.

Task 7 – Local Outreach and IRWM Coordination

ENGINEER shall provide outreach to and communication with the stakeholders and public regarding DWR's Proposal Solicitation Package. This includes, the preparation of materials and/or correspondences and discussions regarding:

- information on the 2014 Drought Guidelines and PSP;
- the types of projects eligible for the solicitation;
- the projects' relation to the IRWM and this specific funding proposal;
- type and detail of information needed for successful and competitive projects;
- the timeline for project collection;
- the timeline for project selection;
- the timeline for application preparation;
- the timeline associated with grant review and conditional awards.

Task 8 – Project Management and Meetings

ENGINEER shall manage the efforts of Carollo team and subconsultants throughout the duration of this task. Project management will include preparation of project activities schedule, workflow plan, progress and expenditure tracking. ENGINEER will also participate in weekly conference calls over a three-month duration (May, June and July 2014) and participate in up to three in-person meetings.

Task 9 – Grant Contracting

If conditionally awarded funding, ENGINEER will support Grant Contracting and submission of all of the following items within thirty (30) calendar days of written notification:

- A detailed Work Plan for each project contained in the Proposal
- Documentation to support the Project Justification claims contained in the Proposal
- Audited Financial Statements for the Grantee and the individual project proponents whose project(s) is/are about to begin construction/implementation
- CEQA/NEPA documentation for those projects that are about to begin construction/implementation
- Other materials that DWR deems necessary, which will be detailed in the award notification

Scope of Services – 2015 Effort:

Note: The preliminary review and project solicitation efforts have been completed by the DISTRICT staff; therefore, Dudek will not be used for the 2015 efforts.

Task 10 – 2015 On-Line Application

ENGINEER will register on the GRanTS website for authorization of submittal of the SLO grant application. ENGINEER will complete the on-line grant application including the applicant information, proposal budget, and all project specific information including geographic information, legislative information, project information, project benefits information, project budget, geographic information, legislative information, and applicant information.

Task 11 – 2015 Overall Proposal and Program Description

ENGINEER will prepare a program description of the IRWM region, its water issues and how the proposal helps meet the Human Right to Water and long-term drought response. This description will also include the consistency with the IRWM Plan and compliance with other plans and requirements (e.g. Urban Water Management Plans, CASGEM, Groundwater Management Plans). The program description will also describe the IRWM boundaries and any disadvantaged communities (DACs) in the region affected by the proposed grant projects. These descriptions will be used to generate the following sections of the grant application:

- Attachment 1 – Authorization and Eligibility
- Attachment 6 – Program Preferences
- Attachment 7 – Disadvantaged Community Assistance

Task 12 – 2015 Specific Project Development

ENGINEER will work with project sponsors to develop project need, project descriptions, justifications, quantified benefits, budget and schedule. It is assumed that up to four (4) projects will be included in the grant application. ENGINEER will provide assistance and support to project sponsors, as necessary and appropriate in assembling required and technically superior materials for submittal in support of projects. Specifically, ENGINEER will provide communication, outreach, coordination and support to DACs as necessary and appropriate to ensure these communities are appropriately incorporated into this process and given an opportunity to contribute and be active in the project collection and selection process. Work efforts from this task will be used to generate the following sections of the grant application for each project:

- Attachment 2 – Project Justification
- Attachment 3 – Work Plan
- Attachment 4 – Budget
- Attachment 5 – Schedule

Task 13 – 2015 Grant Application

ENGINEER will compile all the sections of the grant application into a draft grant package for the DISTRICT to review. Comments will be addressed in a final grant package that will be submitted to DWR. ENGINEER will upload the grant application to the state's GRanTS website and deliver original signed documents, as required.

Task 14 – Project Management and Meetings

ENGINEER shall manage the efforts of Carollo team and subconsultants throughout the duration of this task. Project management will include preparation of project activities schedule,

workflow plan, progress and expenditure tracking. ENGINEER will also participate in weekly conference calls over a three-month duration (May, June and July 2015) and participate in up to one in-person meeting.

Task 15 – Grant Contracting

If conditionally awarded funding, ENGINEER will support Grant Contracting and submission of all of the following items within thirty (30) calendar days of written notification:

- A detailed Work Plan for each project contained in the Proposal
- Documentation to support the Project Justification claims contained in the Proposal
- Audited Financial Statements for the Grantee and the individual project proponents whose project(s) is/are about to begin construction/implementation
- CEQA/NEPA documentation for those projects that are about to begin construction/implementation
- Other materials that DWR deems necessary, which will be detailed in the award notification

Items Not Included In Current Scope of Work

The DISTRICT and ENGINEER acknowledge that the scope and level of effort required for this grant application may change over time and is, therefore, difficult to estimate. The DISTRICT acknowledges that it does not expect the ENGINEER to conduct work beyond its approved budget. If additional work is required that is not included in this scope of work, an amendment for additional scope and budget would be negotiated. Such potential work could include:

- Conceptual project development
- Additional meetings
- Supplemental documentation required by DWR in support of the application
- Additional projects to be included in the application

County of San Luis Obispo

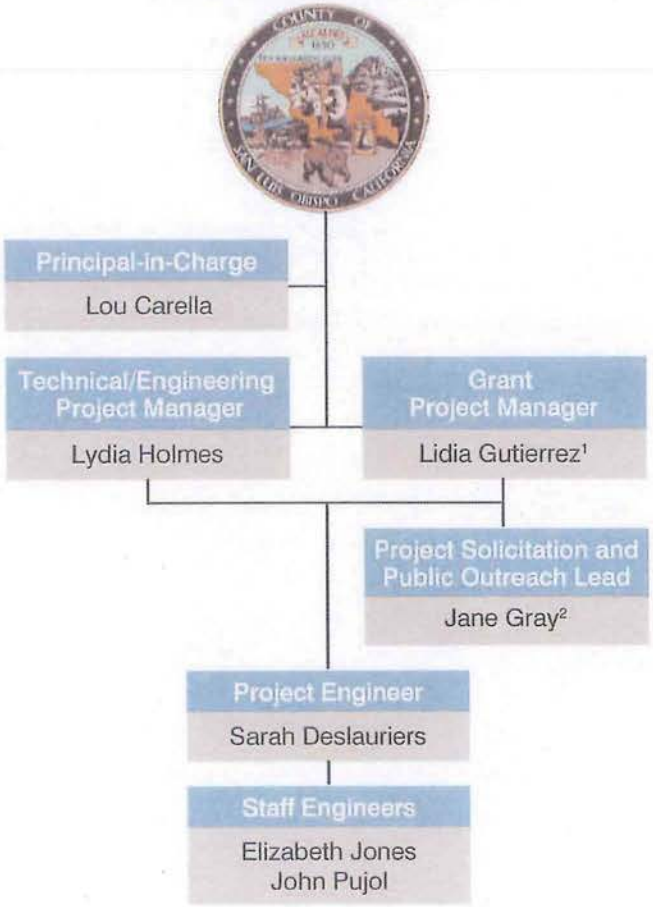
IRWM Drought Grant Assistance - 2014 and 2015
EXHIBIT B - Labor and Budget Estimate

April 9, 2014

	Task Description	CAROLLO Senior Prof $265	Lead Project $244	Prof Eng $188	Asst Prof $154	Graphics/GIS CAD $135	Support Staff WP $102	CAROLLO Total Hours	CAROLLO Labor Subtotal	SUBCONSULTANT Gutierrez Consultant $205	Dudek $150	Support Staff $100	Total Hours	Labor Subtotal	PECE(1) $ 11.70	Printing	Mileage Trips	Mileage Amount $0.56 per mi	Hotel/ Subsistence	Sub Markup 5%	ODC Subtotal	TOTAL BUDGET	ACTUAL BUDGET SPENT
2014 IRWM Drought Grant Assistance																							
1.0	**Task 1.0 - Preliminary Review**																						
1.1	Preliminary Grant Review	0	4	4	0	0	0	8	$ 1,728	8	0		8	$ 1,640	$ 94	$ -	0	$ -	$ -	$ 82	$ 176	$ 3,544	$ 7,008
	Subtotal Task 1.0	0	4	4	0	0	0	8	$ 1,728	8	0	0	8	$ 1,640	$ 94	$ -	0	$ -	$ -	$ 82	$ 176	$ 3,544	$ 7,008
2.0	**Task 2.0 - Project Solicitation**																						
2.2	Project Solicitation	0	8	0	8	0	0	16	$ 3,184	24	52	0	76	$ 12,720	$ 187		2	$ 515.20	$ 1,200.00	$ 636	$ 2,538	$ 18,442	$ 8,597
	Subtotal Task 2.0	0	8	0	8	0	0	16	$ 3,184	24	52	0	76	$ 12,720	$ 187	$ -	2	$ 515.20	$ 1,200.00	$ 636	$ 2,538	$ 18,442	$ 8,597
3.0	**Task 3.0 - On-Line Application**																						
3.1	On-Line Application	0	0	0	0	0	0	0	$ -	16	0		16	$ 3,280	$ -	$ -	0	$ -	$ -	$ 164	$ 164	$ 3,444	$ 3,040
	Subtotal Task 3.0	0	0	0	0	0	0	0	$ -	16	0	0	16	$ 3,280	$ -	$ -	0	$ -	$ -	$ 164	$ 164	$ 3,444	$ 3,040
4.0	**Task 4.0 - Overall Proposal and Program Description**																						
4.1	Overall Proposal and Program Description	2	16	16	24	0	0	58	$ 11,138	60	0		60	$ 12,300	$ 679	$ -	0	$ -	$ -	$ 615	$ 1,294	$ 24,732	$ 34,227
	Subtotal Task 4.0	2	16	16	24	0	0	58	$ 11,138	60	0	0	60	$ 12,300	$ 679	$ -	0	$ -	$ -	$ 615	$ 1,294	$ 24,732	$ 34,227
5.0	**Task 5.0 - Specific Project Development**																						
5.1	Project Development (5 projects)	2	40	80	200	60	0	382	$ 64,230	60	0		60	$ 12,300	$ 4,469	$ -	0	$ -	$ -	$ 615	$ 5,084	$ 81,614	$ 68,928
	Subtotal Task 5.0	2	40	80	200	60	0	382	$ 64,230	60	0	0	60	$ 12,300	$ 4,469	$ -	0	$ -	$ -	$ 615	$ 5,084	$ 81,614	$ 68,928
6.0	**Task 6.0 - Grant Application**																						
6.1	Grant Application	0	2	4	8	0	0	14	$ 2,472	16	0		16	$ 3,280	$ 164	$ -	0	$ -	$ -	$ 164	$ 328	$ 6,080	$ 5,210
	Subtotal Task 6.0	0	2	4	8	0	0	14	$ 2,472	16	0	0	16	$ 3,280	$ 164	$ -	0	$ -	$ -	$ 164	$ 328	$ 6,080	$ 5,210
7.0	**Task 7.0 - Local Outreach and IRWM Coordination**																						
7.1	Local Outreach and IRWM Coordination	0	8	0	0	0	0	8	$ 1,952	16	16		32	$ 5,680	$ 94		1	$ 257.60	$ 600.00	$ 284	$ 1,235	$ 8,867	
	Subtotal Task 7.0	0	8	0	0	0	0	8	$ 1,952	16	16	0	32	$ 5,680	$ 94	$ -	1	$ 257.60	$ 600.00	$ 284	$ 1,235	$ 8,867	$ -
8.0	**Task 8.0 - Project Management/Meetings**																						
8.1	Project Management & Meetings	4	40	24	0	0	12	80	$ 16,556	40	8		48	$ 9,400	$ 936	$ -	3	$ 772.80	$ 3,600.00	$ 470	$ 5,779	$ 31,735	$ 7,254
	Subtotal Task 8.0	4	40	24	0	0	12	80	$ 16,556	40	8	0	48	$ 9,400	$ 936	$ -	3	$ 772.80	$ 3,600.00	$ 470	$ 5,779	$ 31,735	$ 7,254
9.0	**Task 9.0 - Grant Contracting**																						
9.1	Grant Contracting	0	0	0	0	0	0	0	$ -	60	0		60	$ 12,300	$ -	$ -	0	$ -	$ -	$ 615	$ 615	$ 12,915	$ 6,767
	Subtotal Task 9.0	0	0	0	0	0	0	0	$ -	60	0	0	60	$ 12,300	$ -	$ -	0	$ -	$ -	$ 615	$ 615	$ 12,915	$ 6,767
	Total for 2014 Efforts																						Total Spent
	Total Hours	8	118	128	240	60	12	566	$ 101,260	300	76	-	328	$ 72,900	$ 6,622	$ -	6	$ 1,546	$ 5,400	$ 3,645	$ 17,213	**$ 191,373**	**$ 141,030**
	Total Fee	$ 2,120	$ 28,792	$ 24,064	$ 36,960	$ 8,100	$ 1,224			$ 61,500	$ 11,400	$ -										Remaining Budget in 2015=	$ 50,343
2015 IRWM Grant Assistance																							
10.0	**Task 10.0 - On-Line Application**																						
10.1	On-Line Application	0	4	0	12	0	0	16	$ 2,824	8	0		8	$ 1,640	$ 187	$ -	0	$ -	$ -	$ 82	$ 269	$ 4,733	
	Subtotal Task 3.0	0	4	0	12	0	0	16	$ 2,824	8	0	0	8	$ 1,640	$ 187	$ -	0	$ -	$ -	$ 82	$ 269	$ 4,733	$ -
11.0	**Task 11.0 - Overall Proposal and Program Description**																						
11.1	Overall Proposal and Program Description	1	16	28	24	0	2	71	$ 13,333	40	0		40	$ 8,200	$ 831	$ -	0	$ -	$ -	$ 410	$ 1,241	$ 22,774	
	Subtotal Task 4.0	1	16	28	24	0	2	71	$ 13,333	40	0	0	40	$ 8,200	$ 831	$ -	0	$ -	$ -	$ 410	$ 1,241	$ 22,774	$ -
12.0	**Task 12.0 - Specific Project Development**																						
12.1	Project Development (4 projects)	2	40	40	160	40	12	294	$ 49,074	80	0		80	$ 16,400	$ 3,440	$ -	0	$ -	$ -	$ 820	$ 4,260	$ 69,734	
	Subtotal Task 5.0	2	40	40	160	40	12	294	$ 49,074	80	0	0	80	$ 16,400	$ 3,440	$ -	0	$ -	$ -	$ 820	$ 4,260	$ 69,734	$ -
13.0	**Task 13.0 - Grant Application**																						
13.1	Grant Application	0	4	8	8	0	4	24	$ 4,120	22	0		22	$ 4,510	$ 281	$ -	0	$ -	$ -	$ 226	$ 506	$ 9,136	
	Subtotal Task 6.0	0	4	8	8	0	4	24	$ 4,120	22	0	0	22	$ 4,510	$ 281	$ -	0	$ -	$ -	$ 226	$ 506	$ 9,136	$ -
14.0	**Task 14.0 - Project Management/Meetings**																						
14.1	Project Management & Meetings	4	16	8	8	0	8	44	$ 8,516	16	0		16	$ 3,280	$ 515	$ -	1	$ 280.00	$ 800.00	$ 164	$ 1,759	$ 13,555	
	Subtotal Task 8.0	4	16	8	8	0	8	44	$ 8,516	16	0	0	16	$ 3,280	$ 515	$ -	1	$ 280.00	$ 800.00	$ 164	$ 1,759	$ 13,555	$ -
15.0	**Task 15.0 - Grant Contracting**																						
15.1	Grant Contracting	0	6	0	8		0	14	$ 2,696	10	0		10	$ 2,050	$ 164	$ -	0	$ -	$ -	$ 103	$ 266	$ 5,012	
	Subtotal Task 9.0	0	6	0	8	0	0	14	$ 2,696	10	0	0	10	$ 2,050	$ 164	$ -	0	$ -	$ -	$ 103	$ 266	$ 5,012	$ -
	Total for 2015 Efforts																						
	Total Hours	7	86	84	220	40	26	463	$ 80,563	176	-	-	176	$ 36,080	$ 5,417	$ -	1	$ 280	$ 800	$ 1,804	$ 8,301	**$ 124,944**	**$ -**
	Total Fee	$ 1,855	$ 20,984	$ 15,792	$ 33,880	$ 5,400	$ 2,652			$ 36,080	$ -	$ -										Required Amendment for 2015 =	$ 74,601

EXHIBIT C

ORGANIZATION CHART



1. Gutierrez Consultants
2. Dudek, 2014 Efforts Only

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