AGREEMENT FOR
ENGINEERING CONSULTING SERVICES
NACIMIENTO WATER PROJECT ENGINEERING SUPPORT
AMENDMENT NO. 4

The SAN LUIS OBISPO FLOOD CONTROL & WATER CONSERVATION DISTRICT (DISTRICT) and T.J. CROSS ENGINEERS, INC. (ENGINEER) hereby agree to amend the following articles of the Agreement for Engineering Consulting Services (AGREEMENT) dated February 8, 2005 as follows:

1. **Scope of Work.** Exhibit A has been revised and is attached hereto.

2. **Time for Completion of Work.** The second sentence of the first paragraph is hereby amended as follows:

   "It is understood that ENGINEER'S project engineering services may extend through design, construction, start-up, and operation of the Nacimiento Water Project and that this work authorization is intended to extend to December 31, 2012."

3. **Payment for Services:** Exhibit B has been revised and is attached hereto. Under Paragraph 3a, "Compensation," the first sentence of the first paragraph is hereby amended as follows:

   "DISTRICT shall pay to ENGINEER as compensation in full for all work required by this Agreement a sum not to exceed $926,000 as follows:

Agreement dated Feb '05	$100,000
Amendment No. 1 dated Nov '05	+$220,000
Amendment No. 2 dated Jul '07	+$0
Amendment No. 3 dated Sep '07	+$500,000
Amendment No. 4 dated Dec '11	+$106,000
TOTAL AUTHORIZATION =	$926,000"

22. **Notices.** The noticing address for the DISTRICT is hereby amended as follows:

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

All provisions of the Contract not affected by this Amendment No. 4 shall remain unchanged and in full force and effect. In the event of any conflict between the provisions of this Amendment No. 4 and the provisions of any lower-numbered amendment, the provisions of this Amendment No. 4 shall prevail.

The effective date of this Amendment No. 4 is December 31, 2011.

ATTEST:

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

Date:_____, 2011

SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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

Date:_____, 2011

APPROVED AS TO FORM AND LEGAL EFFECT:
WARREN R. JENSEN
County Counsel

By:_____
Deputy County Counsel

Date: 11/29/2011

ENGINEER

By:_____
Timothy B. Couch

Title: Principal

Date: November 23, 2011

AGREEMENT FOR
ENGINEERING CONSULTING SERVICES
NACIMIENTO WATER PROJECT ENGINEERING SUPPORT
AMENDMENT NO. 4

Revised Exhibit A
Scope of Services

Since August 2004, TJCross Engineers, Inc. has provided project engineering and management services for the Nacimiento Water Project. As requested, TJCross will extend engineering support services for the project into the operations phase, particularly with regard to invasive specie (quagga and zebra mussel) prevention efforts at Lake Nacimiento, as directed by the Utilities Division Manager. The scope of services is hereby amended to include the following activities:

1. Represent the Flood Control District in dialogue with its invasive species prevention partners, Monterey County and Monterey County Water Resources Agency.

2. Provide monthly written update of activities for the Nacimiento Water Project Technical Support Group and Commission.

3. Provide presentations to community groups and other stakeholders.

4. One TJCross staff member to participate in 2-day training in California to certify that person to conduct Level I training for others. Provide up to three Level I training sessions for private ramp volunteers at venues near Lake Nacimiento. Venues assumed to be at public facilities including demonstration boats provided at no direct cost to TJCross. Maintain rosters of trained volunteers, coordinate with Monterey agencies to issue certificates, screener stamps, and training materials.

5. Prepare 2011/12 invasive species prevention program schedule and prepare agenda materials for partner meetings and conference calls pertaining to schedule adherence.

6. Prepare outreach materials in support of invasive species prevention efforts.

7. Sustain dialogue with the 30+ private ramp coordinators around Lake Nacimiento. Prepare and distribute information packets for ramp coordinators and volunteer inspectors. Prepare public alerts for lakeside residents and the general public.

8. Prepare written plan for future regional inspection stations to include events leading up to station start-up, timeframe, and estimated program costs.

9. Other services in support of invasive specie prevention at Lake Nacimiento.

The nature of these services is dynamic and is largely dependent upon the number of ramps and volunteers active in the program. For this reason, TJCross proposes to provide these services on a time-and-materials basis in accordance with Exhibit B – Engineer's Rate Schedule.

* * *

AGREEMENT FOR
ENGINEERING CONSULTING SERVICES
NACIMIENTO WATER PROJECT ENGINEERING SUPPORT
AMENDMENT NO. 4

Revised Exhibit B
Engineer's Rate Schedule

TJCross proposes to provide services on a time-and-materials basis in accordance with the attached rate schedule with hourly rates subject to annual adjustments of up to 4%. The basis for the January 2012 through December 2012 fee estimate is reflected on the attached table.

* * *

Date: 11/10/11
Rev: B

TJCross Engineering
Project No. 07460

ENGINEERING MAN-HOURS
NACIMIENTO WATER PROJECT ENGINEERING SUPPORT
AMENDMENT NO. 4
BASIS FOR TIME-AND-MATERIALS FEE ESTIMATE

	ENGINEERING						TECHNICAL SUPPORT					
	Water/Util Consultant		Principal Eng		Sr Engineer		Engr. Assist		Admin.		TOTAL	TOTAL
PROJECT TASKS	Hrs	($)	Hrs	($)	Hrs	($)	Hrs	($)	Hrs	($)	HOURS	COST
		$150		$155		$120		$60		$58		
Estimated hours over Jan '12 to Dec '12 period (12 months)												
Jan '12 to Feb '12												
Team meetings, develop calendar of events for 2012 boating season, establish refresher training protocols	24	$3,600	0	$0	64	$7,680	8	$480	4	$232	100	$11,992
Obtain certification to conduct Level I training	0	$0	0	$0	24	$2,880	0	$0	0	$0	24	$2,880
Mar '12 to May '12												
Reactivate private ramp volunteer inspector program for 2012 boating season, draft press releases, revise signage graphics	52	$7,800	0	$0	156	$18,720	12	$720	8	$464	228	$27,704
Conduct up to 3 Level I training sessions, maintain roster, issue certificates and stamps	40	$6,000	0	$0	72	$8,640	12	$720	8	$464	132	$15,824
Jun '12 to Sep '12												
Sustain dialogue with private ramps throughout 2012 boating season, attend up to 4 lakeside meetings	52	$7,779	0	$0	138	$16,594	0	$0	4	$232	194	$24,605
Prepare schedule for regional inspection stations in 2013, estimate steps needed to activate regional stations and opinion of cost	18	$2,700	0	$0	24	$2,880	8	$480	0	$0	50	$6,060
Oct '12 to Dec '12												
2012 private ramp debriefs, team meetings, develop calendar of events for 2013 boating season	26	$3,900	0	$0	52	$6,240	0	$0	0	$0	78	$10,140
	212	**31,779**	**0**	**0**	**530**	**63,634**	**40**	**2,400**	**24**	**1,392**	**806**	**$ 99,205**
Avg. hours per week over 58 week authorizatior	4.1		0.0		10.3		0.8		0.5		15.7	
				Subtotal, Engineering & Project Management Direct Costs								**$99,205**
										Expenses @	**7%**	**$6,944**
								Total Estimated Fee				**$106,149**
										Say,		**$106,000**

Effective: November 1, 2011

RATE SCHEDULE for the San Luis Obispo County Flood Control and Water Conservation District (Confidential)

	Hourly Rates[1] Straight-Time	Reg. Over-Time [2] [3]
Personnel:		
Principal / Chief Engineer	$ 155.00	
Sr. Project Manager / General Manager	$ 145.00	
Assistant Chief Engineer	$ 135.00	
Project Manager / Proj. Specialist / Sr. Systems Analyst	$ 125.00	
Sr. Engineer / Technical Consultant / Sr Programmer	$ 120.00	
Staff Engineer / Project Engineer / Engineering Specialist	$ 110.00	
Systems Analyst / Sr. Accountant / Sr. Scheduler	$ 98.00	
Programmer Analyst / Programmer	$ 98.00	
Engineer / Design Leader / Cost Engr.	$ 98.00	
Construction Manager / Scheduler / Planner / Inspector	$ 90.00	
Cad Coordinator / Lead Sup. Designer / Des Specialist	$ 88.00	
Senior Lead Cad Designer	$ 98.00	$ 147.00
Project Design Coordinator	$ 90.00	$ 135.00
Senior Designer	$ 86.00	$ 129.00
Network Specialist / SCADA Technician	$ 80.00	$ 120.00
Instrument Technician / Designer Level I	$ 80.00	$ 120.00
Designer Level II	$ 76.00	$ 114.00
Drafter	$ 68.00	$ 102.00
Engineering Assistant / Project Assistant	$ 60.00	$ 90.00
Project Support / Admin Support	$ 58.00	$ 87.00
Drafting Tech / Intern	$ 50.00	$ 75.00
Clerk / Document Control Tech	$ 48.00	$ 72.00
Specialty Consultants:		
Lean Enterprise / Six Sigma Consultant	$ 180.00	
Chief / Sr. Structural Engineer (CA licensed SE)	$ 160.00	
Water and Utilities Consultant	$ 150.00	
Sr. Energy Consultant / Sr. Gas Processing Consultant	$ 145.00	
Sr. Engineering Consultant / Corrosion Specialist	$ 135.00	

Reimbursable Expenses:

Photocopies 8-1/2" x 11" & PLC/OIU Program Printouts	$ 0.15 ea
Photocopies 11" x 17"	$ 0.24 ea
AutoCAD Reduced B&W Plots (up to 11" x 17")	$ 3.50 ea
AutoCAD Reduced Color Plots (up to 11" x 17")	$ 5.00 ea
AutoCAD and Scanned B&W Plots (up to 22" x 34")	$ 8.50 ea
AutoCAD Color Plots (up to 22" x 34")	$ 12.00 ea
Company/Employee Automobile	$ 0.70/mi
Computer (AutoCAD, Programming & Engr. Stations)	$ 8.00/hr
Thermal Imaging Camera	$ 20.00/hr
Engineering Simulation Software (HYSIM, CAESAR, @RISK, ETAP, etc.)	$ 25.00/hr
H_2S Monitor	$ 16.00/day
Outside Services and Equipment	Actual Cost plus 10%

Air Fare, Car Rental, Lodging, Meals, & Misc Travel Expenses, Reproduction Firms' Charges, Long Distance and Cellular Phone Calls, Express Mail, Outside Consultant Services (Subconsultant), etc.

NOTES:

1. All billing rates include overhead costs and profit. Minimum field call-out is 4 hours.
2. Non-exempt worker straight-time (ST), regular overtime (OT), and double time(DT) wages are paid in accordance with California and Federal Labor Laws. Client ST, OT (ST x 1.5), and DT (ST x 2) billing rates apply when ST, OT, and DT wages are paid, respectively.
3. Exempt worker extra time (i.e. 'overtime') is billed at straight-time billing rates.
4. Invoicing will be accomplished on a weekly basis. Payment terms are net 30 days. A 1.5% monthly (18% annum) carrying charge is owed on all amounts past due.