

**COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL**

(1) DEPARTMENT Public Works		(2) MEETING DATE October 3, 2006		(3) CONTACT/PHONE Dean Benedix, Utilities Division Manager (805) 781-5267	
(4) SUBJECT Request to Approve an Agreement with GEI Consultants for the Completion of a Paso Robles Groundwater Basin Water Banking Feasibility Study					
(5) SUMMARY OF REQUEST Requesting approval of an Agreement for Engineering Consulting Services with GEI Consultants for the completion of a Paso Robles Groundwater Basin Water Banking Feasibility Study in an amount not to exceed \$246,400.					
(6) RECOMMENDED ACTION It is our recommendation that your Honorable Board approve the attached Agreement for Engineering Consulting Services with GEI Consultants for the completion of a Paso Robles Groundwater Basin Water Banking Feasibility Study in an amount not to exceed \$246,400.					
(7) FUNDING SOURCE(S) Flood Control General & Proposition 50 Grant		(8) CURRENT YEAR COST \$250,000		(9) ANNUAL COST N/A	
(10) BUDGETED? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A					
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): Water Resources Advisory Committee, State Water Resources Control Board, State Department of Water Resources, Shandon Advisory Council, Nacimiento Commission, North County Water Forum					
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, How Many? _____ <input type="checkbox"/> Permanent _____ <input type="checkbox"/> Limited Term _____ <input type="checkbox"/> Contract _____ <input type="checkbox"/> Temporary Help _____					
(13) SUPERVISOR DISTRICT(S) <input checked="" type="checkbox"/> 1st, <input type="checkbox"/> 2nd, <input type="checkbox"/> 3rd, <input type="checkbox"/> 4th, <input checked="" type="checkbox"/> 5th, <input type="checkbox"/> All			(14) LOCATION MAP <input checked="" type="checkbox"/> Attached <input type="checkbox"/> N/A		(15) Maddy Act Appointments Signed-off by Clerk of the Board <input checked="" type="checkbox"/> N/A
(16) AGENDA PLACEMENT <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Hearing (Time Est. _____) <input type="checkbox"/> Presentation <input type="checkbox"/> Board Business (Time Est. _____)			(17) EXECUTED DOCUMENTS <input type="checkbox"/> Resolutions (Orig + 4 copies) <input checked="" type="checkbox"/> Contracts (Orig + 4 copies) <input type="checkbox"/> Ordinances (Orig + 4 copies) <input type="checkbox"/> N/A		
(18) NEED EXTRA EXECUTED COPIES? <input checked="" type="checkbox"/> Number: <u>1</u> <input checked="" type="checkbox"/> Attached <input type="checkbox"/> N/A			(19) BUDGET ADJUSTMENT REQUIRED? <input type="checkbox"/> Submitted <input type="checkbox"/> 4/5th's Vote Required <input checked="" type="checkbox"/> N/A		
(20) OUTLINE AGREEMENT REQUISITION NUMBER (OAR) _____			(21) W-9 <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		(22) Agenda Item History <input type="checkbox"/> N/A Date <u>May 3, 2005</u>
(23) ADMINISTRATIVE OFFICE REVIEW <p align="center"><i>O/c Dan Beckwith</i></p> <p align="right"><i>10-3-06 B-18</i></p>					

Reference: 06OCT3-C-2



SAN LUIS OBISPO COUNTY DEPARTMENT OF PUBLIC WORKS

Noel King, Director

County Government Center, Room 207 • San Luis Obispo CA 93408 • (805) 781-5252

Fax (805) 781-1229

email address: pwd@co.slo.ca.us

TO: Board of Supervisors

FROM: Dean Benedix, Utilities Division Manager *DB*

VIA: Paavo Ogren, Deputy Director of Public Works *PO*

DATE: October 3, 2006

SUBJECT: Request to Approve an Agreement with GEI Consultants for the Completion of a Paso Robles Groundwater Basin Water Banking Feasibility Study

Recommendation

It is our recommendation that your Honorable Board approve the attached Agreement for Engineering Consulting Services with GEI Consultants for the completion of a Paso Robles Groundwater Basin Water Banking Feasibility Study in an amount not to exceed \$246,400.

Discussion

On May 3, 2005, your Board adopted a resolution designating the Director of Public Works as the authorized person to submit applications and execute a grant agreement with the California Department of Water Resources (DWR) and State Water Resources Control Board (SWRCB) for a Proposition 50 planning grant. As a result, a grant application was submitted to DWR/SWRCB for completing four plans, one of which was entitled "Groundwater Banking Plan" for the purpose of conducting a feasibility study for implementing a water banking program in the Paso Robles Groundwater Basin (Basin). The grant application was approved for a total amount of \$500,000, with \$185,000 being designated for the Groundwater Banking Plan. A grant agreement was executed by the Director of Public Works with DWR/SWRCB on January 3, 2006. Your Board approved the matching funding of \$175,000 from the Flood Control General budget for Fiscal Year 2006-07.

With the future implementation of the Lake Nacimiento Water Project, Lopez Lake water delivery in the 1960's, and State Water Project water delivery in 1990's, the District's attention is turning from major regional water resource project implementation to water

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resource planning, including conjunctive use, groundwater management, and water supply reliability enhancement opportunities on a regional basis. The most promising effort to consider in support of water resource management is planning for a groundwater banking program in northern San Luis Obispo County, the sub-region where the Central Coast Aqueduct of the State Water Project enters into the region.

The District has 16,553 acre-feet of un-subscribed water available from its State Water Project Table A allocation of 25,000 acre-feet per year. On average, the State Water Project delivers about 75% of full Table A allocations, meaning, on average, about 12,400 acre-feet per year is not utilized. Unfortunately, the District does not have capacity in the Polonio Pass Water Treatment Plant or subsequent infrastructure for the treatment and conveyance of the un-subscribed water.

The Nacimiento Water Project is currently being designed to handle 15,750 acre feet per year delivery capacity, with 6,120 acre feet per year remaining un-subscribed as District-owned contingency.

The purpose of the feasibility study is to determine if the Basin is a good candidate for a groundwater banking program in order to improve water supply reliability and preserve excess allocations of water, primarily State Water since it is currently being delivered. Two critical resources were developed over the past several years which can be used in evaluating the feasibility of banking water in the Basin. Phase 1 of the Paso Robles Groundwater Basin Study investigated and quantified the hydrogeologic conditions of the Basin and was completed in 2002. Phase 2, a numerical groundwater flow model of the Basin, was completed in 2005.

The District solicited and received four proposals for completion of a Paso Robles Groundwater Basin Water Banking Feasibility Study. Proposal cost estimates ranged from approximately \$217,400 to \$249,500, not including contingencies. After identifying the top three proposals based on evaluations by three County staff and two members of the Water Resources Advisory Committee, and subsequent interviews conducted by two County staff and a representative of the City of Paso Robles, the County identified the proposal from GEI Consultants as the best selection. GEI Consultants has extensive experience in Groundwater Banking programs, hydrogeology and working with stakeholders, and presented a solid approach to completing the Feasibility Study.

Other Agency Involvement/Impact

A Groundwater Banking Subcommittee of the Water Resources Advisory Committee was formed to monitor the development of the Feasibility Study. This Subcommittee combined with members of the North County Water Forum, and other interested members of the public to form a Groundwater Banking Group that meets every one to three months to discuss Groundwater Banking and to participate in the development of the Feasibility Study. The San Luis Obispo County State Water Subcontractors are invited to these meetings as well.

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The Draft Final Report will be taken directly to the full Water Resources Advisory Committee, Shandon Advisory Council and Nacimiento Commission for review and comment prior to the issuance of a final report. State agencies involved in reviewing the planning grant -funded studies and enforcing the terms of the grant agreement include the Department of Water Resources and the State Water Resources Control Board.

Financial Considerations

The Fiscal Year 2006-2007 Flood Control and Water Conservation District budget provides for \$250,000 for the Groundwater Banking Plan. The State Department of Water Resources approved Proposition 50 Grant funds in the amount of \$185,000 with County matching funds of \$65,000, for a total project cost of \$250,000. The Engineering Feasibility Study contract costs are \$224,000 with \$22,400 in contingencies for a total project cost of \$246,400.

Results

Approval of the recommended action authorizes the completion of an Engineering Feasibility Study. This study will evaluate the potential for banking water in the Paso Robles Groundwater Basin in order to improve water supply reliability and preserve excess allocations of water for the benefit of County constituents.

Attachments: Agreement for Engineering Consulting Services

File: SW 3.1

Reference: 06OCT3-C-2

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

THIS AGREEMENT, entered into this ___ day of _____, 20___, by and between the SAN LUIS OBISPO FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a political subdivision of the State of California, herein called "DISTRICT," and GEI Consultants, Inc., herein called 'ENGINEER.'

The DISTRICT department responsible for administering this AGREEMENT is the Department of Public Works, and all written communications hereunder with the DISTRICT shall be addressed to the Director of Public Works.

WHEREAS, the DISTRICT has need for special services and advice with respect to the work described herein; and

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

NOW, THEREFORE, IT IS AGREED by the parties hereto as follows:

1. **Scope of Work.** ENGINEER shall, at its own cost and expense, provide all the services, equipment and materials necessary to complete the work described in Exhibit A, which is attached hereto and incorporated herein by this reference. All work shall be performed to the highest professional standard.

2. **Time for Completion of Work.** No work shall be commenced prior to ENGINEER'S receipt of the DISTRICT'S Notice to Proceed. All work shall be completed no later than December 3, 2007, 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

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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. Payment for Services:

a. **Compensation.** DISTRICT shall pay to ENGINEER as compensation in full for all work required by this Agreement for consulting services as outlined in Exhibit A. ENGINEER'S compensation shall be based on actual services performed and costs incurred at the rates set forth for each task in the ENGINEER'S Cost Proposal included in Exhibit B, and incorporated herein by this reference. Progress payments will be made as set forth below based on compensable services provided and allowable costs incurred pursuant to this Agreement.

b. **Reports and Billing Invoices:** ENGINEER shall submit to the DISTRICT, on a task completion basis, a detailed statement of services performed and work accomplished during that preceding period, including the number of hours of work performed and the personnel involved. Billing invoices shall be based upon the ENGINEER'S cost proposal attached hereto as Exhibit B. For the purpose of timely processing of invoices, the ENGINEER'S invoices are not regarded as received until the applicable deliverable is submitted. Any anticipated problems in performing any future work shall be noted in the billing invoice transmittal letter. The ENGINEER shall also promptly notify the County of any perceived need for a change in the scope of work or services.

4. Accounting Records:

a. 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. 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

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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. ENGINEER shall safeguard the accounting records and supporting documentation.

d. 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 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) days after completion of the audit.

5. **Contingency Fund for Changes in Scope of Service.** No change in the character or extent of the work to be performed by ENGINEER shall be made except through a signed written amendment to this Agreement. The amendment shall set forth the proposed changes in work, adjustment of time, and adjustment of the sum to be paid by DISTRICT to ENGINEER, if any. A contingency fund of \$22,400 is hereby created to address such changes to the scope of services and/or completion date. The DISTRICT'S Board of Supervisors (Board) hereby delegates to the Director of Public Works and Transportation the authority to sign amendments to this Agreement that make reasonable modifications to the time of performance or the scope of services, provided that all such amendments do not cumulatively exceed the contingency fund. Any other amendments must be approved by the Board. These additional funds are intended to provide the DISTRICT with flexibility to respond to unanticipated events or conditions, and the ENGINEER has no right to make any claim against these funds except as so expressly provided in a written amendment to this Agreement.

6. **Non-Assignment of Agreement.** Inasmuch as this Agreement is intended to secure the specialized services of the ENGINEER, ENGINEER may not assign, transfer, delegate or sublet any interest herein without the prior written consent of DISTRICT and

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any such assignment, transfer, delegation, or sublease without the County's prior written consent shall be considered null and void. This includes revisions to the project team as described in the organization chart (See Exhibit C).

7. **Insurance.** ENGINEER shall procure the following required insurance coverages at its sole cost and expense and maintain in full force and effect for the period covered by this Agreement such insurance. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A VI and are admitted insurance companies in the State of California, or (2) insurers of equivalent documented quality which the County Risk Manager has approved in writing.

a. Professional Liability Insurance: ENGINEER shall maintain in full force and effect during the entire term of this Agreement, professional liability "errors and omissions" insurance with limits of liability of not less than \$1,000,000.00 per claim and \$2,000,000.00 in aggregate to cover all services rendered by ENGINEER pursuant to this Agreement.

If coverage is on Claims Made basis, ENGINEER promises to maintain such coverage for four (4) years following completion of construction of project designed hereunder.

b. Commercial General Liability (CGL): ENGINEER shall maintain in full force and effect, for the period covered by this Agreement, Commercial General Liability insurance including the following coverages:

1. Personal Injury and Bodily Injury, including death resulting therefrom.
2. Property Damage.
3. Automobile coverage which shall include owned, non-owned and hired vehicles.

The amount of insurance shall not be less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, property damage, and automobile coverage in the total amount of \$1,000,000.00.

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The following endorsements must be provided in the CGL policy:

1. If the insurance policy covers an "accident" basis, it must be changed to "occurrence".
2. The policy must cover personal injury as well as bodily injury.
3. Blanket contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.
4. Broad Form Property Damage Liability must be afforded.
5. Products and Completed Operations coverage must be provided.
6. The San Luis Obispo County Flood Control and Water Conservation District, its officers, employees and agents shall be named as additional insured under the policy. The policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the DISTRICT, whether commercial or self-insurance will be called upon to contribute to a loss hereunder. Nothing contained in this Agreement shall be construed to require ENGINEER'S insurance to indemnify DISTRICT in contravention of Insurance Code 11580.04.

c. Workers' Compensation Insurance: In accordance with the provision of Labor Code Section 3700, ENGINEER, if ENGINEER has any employees, is required to be insured against liability for Workers' Compensation or to undertake self-insurance. ENGINEER agrees to comply with such provisions before commencing the performance of the work of this Agreement.

d. The following requirements apply to all insurance to be provided by ENGINEER:

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1. A certificate of insurance shall be furnished to DISTRICT prior to commencement of work. Upon request by the DISTRICT, ENGINEER shall provide a certified copy of any insurance policy to the DISTRICT within ten (10) working days.

2. Certificates and policies shall state that the policies not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to DISTRICT.

3. Approval of the insurance shall not relieve or decrease the extent to which the ENGINEER may be held responsible for payment of damages resulting from ENGINEER'S services or operations pursuant to this Agreement.

8. Indemnification. Except as otherwise provided in subparagraphs (b) and (c) below, ENGINEER shall defend, indemnify and hold harmless the DISTRICT, its officers and employees, from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the DISTRICT, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the DISTRICT, its officers and employees.

a. The preceding paragraph applies to any theory of recovery relating to said act or omission by the ENGINEER, or its agents, employees, or other independent contractors directly responsible to ENGINEER, including, but not limited to the following:

- I. Violation of statute, ordinance, or regulation.
- ii. Professional malpractice.
- iii. Willful, intentional or other wrongful acts, or failures to act.
- iv. Negligence or recklessness.
- v. Furnishing of defective or dangerous products.
- vi. Broad Form Property Damage (Including Completed

Operations).

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- vii. Premises liability.
- viii. Strict liability
- ix. Inverse condemnation.
- x. Violation of civil rights.
- xi. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board, or any other California public entity responsible for collecting payroll taxes, when the ENGINEER is not an independent ENGINEER.

b. Nothing contained in the foregoing indemnity provisions shall be construed to require ENGINEER to indemnify DISTRICT against any responsibility or liability in contravention of Civil Code 2782.

c. It is the intent of the parties to provide the DISTRICT the fullest indemnification, defense, and "hold harmless" rights allowed under the law. 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.

9. 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 ENGINEER by the indemnification and insurance clauses.

10. ENGINEER'S Endorsement on Reports, etc. 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.

11. Documents, Information and Materials Ownership. All documents, information and materials of any and every type prepared by the ENGINEER 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

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other information and materials as may have been accumulated by the ENGINEER 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.

12. Termination of Agreement Without Cause. DISTRICT may terminate this Agreement at any time by giving the ENGINEER twenty (20) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for services satisfactorily rendered prior to the effective date of said termination, ENGINEER shall be entitled to no further compensation or payment of any type from the DISTRICT.

13. Termination of Agreement for Cause. If ENGINEER fails to perform ENGINEER'S duties to the satisfaction of the DISTRICT, or if ENGINEER fails to fulfill in a timely and professional manner ENGINEER'S obligations under this Agreement or if ENGINEER shall violate any of the terms or provisions of this Agreement or if ENGINEER, ENGINEER'S agents or employees fail 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 DISTRICT shall have the right to terminate this Agreement effective immediately upon the DISTRICT giving written notice thereof to the ENGINEER. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. ENGINEER shall be paid for all work satisfactorily completed prior to the effective date of such termination. If DISTRICT'S termination of the Agreement for cause is defective for any reason, including but not limited to DISTRICT'S reliance on erroneous facts concerning ENGINEER'S performance, or any defect in notice thereof, this Agreement shall automatically terminate without cause on the twentieth day 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 ENGINEER under paragraph 12 above.

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14. Compliance with Laws: ENGINEER shall comply with all Federal, State, and local laws and ordinances that are applicable to the performance of the work of this Agreement.

15. Covenant Against Contingent Fees: ENGINEER warrants that he has not employed or retained any company or person, other than a bona fide employee working for ENGINEER, to solicit or secure this Agreement, and that he 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, 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.

16. Nondiscrimination: ENGINEER shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

17. Disputes & Claims:

a. Notice of Potential Claim. The ENGINEER shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the DISTRICT, or for the happening of any event, thing, occurrence, or other cause, unless ENGINEER has provided the DISTRICT with timely written Notice of Potential Claim as hereinafter specified. The written Notice of Potential Claim shall set forth the reasons for which the ENGINEER believes additional compensation will or may be due, the nature of the cost involved, and, insofar as possible, the amount of the potential claim. The said notice as above required must have been given to the DISTRICT prior to the time that the ENGINEER shall have performed the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the DISTRICT, or in all other cases within 15 days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim. It is the intention of this paragraph that differences between the

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parties relating to this Agreement be brought to the attention of the DISTRICT at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The ENGINEER hereby agrees that it shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing, or occurrence for which no written Notice of Potential Claim as herein required was filed with the Director of Public Works.

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

c. Claim is No Excuse. Neither the filing of a Notice of Potential Claim or of a Notice of Actual Claim, nor the pendency of a dispute or claim, nor its consideration by the DISTRICT, shall excuse the ENGINEER from full and timely performance in accordance with the terms of this Agreement.

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

19. Entire Agreement and Modification. This Agreement constitutes the entire understanding of the parties hereto. ENGINEER shall be entitled to no other

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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 ENGINEER'S compensation and/or benefits must be approved by the DISTRICT'S Board of Supervisors; any other changes may be signed by the Director of Public Works on behalf of the DISTRICT. ENGINEER specifically acknowledges that in entering into and executing this Agreement, ENGINEER relies solely upon the provisions contained in this Agreement and no others.

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.

21. Warranty of ENGINEER. ENGINEER warrants that ENGINEER and each of the personnel employed or otherwise retained by 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.

22. Subcontractors

a. Other than work designated in Exhibits A and B to be performed by other persons, 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.

b. Any subcontract entered into by ENGINEER relating to this Agreement shall contain all the provisions contained in this Agreement.

c. Any substitution of subcontractors must be approved in writing by the DISTRICT in advance of assigning work to a substitute subcontractor.

23. Applicable Law and Venue. This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract 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

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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 Contract.

24. 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 DISTRICT at:

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

and to the ENGINEER:

Mr. Michael Cornelius, Principal Hydrogeologist
GEI Consultants, Inc.
3100 Zinfandel Drive, Suite 500
Rancho Cordova, CA 95670

25. 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.

26. Findings Confidential. No reports, maps, information, documents, or any other materials given to or prepared by ENGINEER under this Contract which DISTRICT requests in writing to be kept confidential, shall be made available to any individual or organization by ENGINEER without the prior written approval of DISTRICT.

27. Restrictive Covenant. ENGINEER agrees that he 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 said DISTRICT waives this restriction.

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28. **Quality Control and Quality Assurance.** The ENGINEER shall provide a description of their 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.

IN WITNESS THEREOF, DISTRICT and ENGINEER have executed this Agreement on the day and year first hereinabove set forth.

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

Date: _____, 20__

By: _____

Chairperson of the Board
County of San Luis Obispo
State of California

ATTEST:

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

Date: _____

ENGINEER

Date: _____, 20__

By: Wayo Oll

Title: SR. VICE PRESIDENT

9-21-2006

APPROVED AS TO FORM AND LEGAL EFFECT:
JAMES B. LINDHOLM, JR.
County Counsel

By: Warren Jensen
Deputy County Counsel

Date: 9-20-2006

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Paso Robles Groundwater Basin Water Banking Feasibility Study — Exhibit A

Scope of Work

Task 1 – Stakeholder Involvement Meetings

The Team recognizes the importance of continuing the active stakeholder process that has been implemented during the earlier geologic investigation and modeling. We believe that the stakeholder involvement will continue to play a large role as in the previous efforts, as the groundwater banking project alternatives are identified, described, and developed during this study. One of the key goals of this project is to develop a common understanding of the potential role of groundwater banking in local and regional water resources management. This will improve project development based on a combination of local knowledge and consulting experience.

As part of our communications and stakeholder involvement efforts, the Team will participate in six Groundwater Banking Sub-Committee meetings to report project progress, present project deliverables, and receive comments on project deliverables. Comments on the project deliverables will be incorporated into the draft report.

Six additional meetings (two with each agency) will be scheduled with the Water Resources Advisory Committee, Nacimiento Water Commission (NWC), and the Shandon Advisory Council (SAC) to review the project progress for these other interested parties.

Based on the existing meeting schedules of these organizations, the meetings with the WRAC and SAC (both meet on the first Wednesday of the month) can be coordinated with meetings with the GBSC, which meets on the first Thursday of the month.

We have planned the project schedule to optimize the usefulness of these meetings. This scope of work identifies each proposed GBSC meeting date and outlines the primary goals of each meeting. These dates are included in the proposed project schedule. We will work with the District and GBSC to schedule the actual meeting times.

In addition, we will set up a meeting with the Central Coast Water Authority to inform CCWA of the project progress and discuss potential water banking opportunities with them.

GBSC MEETING 1 –The initial GBSC meeting will be used as a project kickoff meeting to introduce the Project Team, provide an overview of the project approach and goals, and review the outline for the Preliminary Engineering Technical Memorandum.

Task 2 – Preliminary Engineering

This task will focus on developing the initial concepts of potentially feasible groundwater banking opportunities in the Paso Robles Groundwater Basin. This includes evaluating existing information and developing groundwater-banking concepts that may be applicable in the Paso Robles Groundwater Basin.

Based on our extensive experience and background knowledge of the Paso Robles Groundwater Basin and the planning, design, construction, and operation of groundwater banking projects, the Team will identify the various recharge methods that may be available in the Paso Robles Groundwater Basin, such as:

- River recharge
- Spreading basins
- Injection wells
- In-lieu recharge opportunities

Individual recharge methods may be more suitable for specific areas based upon the hydrogeologic setting, soil and near surface conditions, land and water use, and institutional and management considerations. A general description of the characteristics and issues for considerations will be prepared for each recharge method to provide a comparison of the advantages and disadvantages of each. In addition, active groundwater-banking projects will be identified for each method to evaluate their overall operational and cost effectiveness.

A list of potential opportunities for each recharge method will be prepared for initial consideration based on our knowledge and understanding of the hydrogeologic conditions and existing facilities.

With a list of potential recharge opportunities for consideration, the consulting team can assess the sufficiency of the existing information and the adequacy of the available tools (including the groundwater model) to evaluate the groundwater banking opportunities. This will allow the team to solidify the project approach and project for the feasibility study, as requested in the RFP. Some of these items may include identifying sources of data for establishing an initial put/take schedule to establish recharge and delivery targets, and providing available unit costs estimates of facilities from local sources, such as the Nacimiento Water Supply Project.

This information will be summarized in the Preliminary Engineering Technical Memorandum and presented to the GBSC for review and comment.

District Staff: District staff may be used to support the initial development of potential projects, including the identification of local landowners, land and water use conditions, and locations of existing facilities. This task is estimated to need up to 20 hours of District technical staff time.

Deliverable: Preliminary Engineering Technical Memorandum (PETM)

GBSC MEETING 2 – The second GBSC meeting will be used to receive comments on the PETM (Task 2), and review the initial project screening criteria and groundwater banking alternatives (Task 3).

Task 3 – Initial Alternatives Development and Project Screening

This task includes developing the initial list of groundwater banking alternatives, and applying a coarse screening criteria, based on the geologic and hydrogeologic suitability as well as engineering and construction considerations. This effort will focus on the technical components of potential groundwater banking projects and will not consider environmental or institutional issues at this time.

The development and application of the coarse screening criteria are necessary to quickly focus the feasibility study to the sites that show the best opportunity for developing a banking project in the Paso Robles Groundwater Basin. Application of the coarse screening criteria to the initial groundwater banking alternatives will remove those project alternatives from consideration that have significant constraints to implementation relative to other alternatives.

The initial list of groundwater banking alternatives will be prepared to address the engineering and hydrogeology components of a recharge project, including:

- Conveyance to the recharge location
- Recharge mechanism
- Storage capacity
- Surface water-groundwater interaction
- Groundwater quality
- Recovery of banked water
- Conveyance of banked water to point of use

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This initial effort would include a brief description of the project site and project components (based on the available information) to address the coarse screening criteria. We have assumed that the Project Team and the GBSC will identify no more than 10 projects for evaluation using the coarse screening criteria.

The search for areas where groundwater banking is most feasible is an outgrowth of the recent groundwater basin studies conducted for the District (Fugro and Cleath, 2002; Fugro and ETIC, 2005). These studies characterized the hydrogeologic conditions and groundwater flow throughout the Paso Robles Groundwater Basin, and provide a solid foundation for assessing the potential for groundwater banking. This experience and knowledge will allow us to immediately eliminate from consideration all those areas that are known to be unsuitable, focusing our efforts on the specific areas within the basin with the best banking opportunities.

Based on our knowledge from prior studies, areas of focus may include the Shell Creek/Shedd Canyon area south of Shandon (shown as the San Juan area in the Paso Robles Basin reports), the Shandon agricultural area immediately south of the town, and the Highway 46 corridor between Shandon and Whitley Gardens.

The Team will be able to conduct this project in the efficient sequence outlined herein, in part because of our existing knowledge and previous experience in the basin, which eliminates the time-consuming process and task of familiarizing ourselves with the geologic and hydrogeologic setting and conditions.

District Staff: District staff may be used to support the development of the initial projects by developing the initial information for each project based upon readily available information, including local GIS coverages. This task is estimated to need up to 40 hours of District technical staff time.

The preliminary list of groundwater banking projects and the coarse screening criteria will be presented at the third GBSC Meeting.

GBSC MEETING 3 – The third GBSC meeting will be used to review the application of the coarse screening criteria to the initial groundwater banking alternatives and identify the three best projects to carry forward for additional analysis (Task 4 and Task 5). It is anticipated that the additional meetings will be scheduled with the WRAC, NWC, and SAC at this time.

Task 4 – Hydrogeologic Feasibility Evaluation

This task will provide a more detailed project description and the hydrogeologic evaluation for the three groundwater-banking projects that passed through the coarse screening (Task 3). The projects (combination of location and mechanism) selected for additional evaluation will represent the best groundwater banking opportunities and have the most complete set of information needed for their evaluation. Some of the activities associated with this task include:

1) Collect, compile, and analyze data for the areas with a potential for groundwater recharge. Most of these data already exist in the Fugro/Cleath libraries, but additional collection efforts may be needed to fill in the detail necessary for this analysis. These may include:

- Groundwater levels
- Water well driller's logs
- Water quality
- Soil permeability (infiltration capability)
- Groundwater production capability and land use

2) Develop a detailed understanding of the basin and aquifer characteristics in the specific locations that meet the coarse screening criteria. This work will include:

- Hydrogeologic cross sections to determine favorable aquifer(s) for recharge,

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- Groundwater level contour maps and water well hydrographs that exhibit adequate depth to water,
- Groundwater quality similar to the imported water quality, and
- Areas with historic high groundwater production capability.

3) Reconnoiter areas where favorable conditions appear to exist, to:

- Evaluate areas of adequate soil permeability and identify potential groundwater recharge locations
- Verify depth to water conditions by measuring the water level in select, accessible water wells

4) Estimate the available groundwater storage capacity in the most favorable areas.

- Estimate the specific yield of the aquifer materials in the favorable area
- Prepare aquifer thickness maps for the potential storage areas
- Prepare groundwater contour maps of favorable areas
- Estimate the available groundwater storage
- Assess the effect of hydrologic cycle fluctuations on available groundwater storage

Use of the existing Paso Robles Groundwater Basin numerical model (developed by Fugro for the District) provides an excellent tool for quantitative evaluation of future basin conditions with implementation of any of the recharge projects, by incorporating changes in groundwater levels, well yields, recharge and discharge components, and effects on surface water-groundwater interaction. The existing calibrated transient model will be used to simulate the potential impacts of the three best projects. It will be important that modeling of the three banking projects include both the recharge and recovery (put and take) components. The timing and volumes of these components will be established before scenario simulations are run, and will be agreed upon after discussions between the Team and District staff, with input from the GBSC.

The modeling efforts will include:

- Evaluate potential mounding conditions of the recharge (put) component of the project
- Assess dynamic groundwater flow impacts for each project alternative by evaluating where the recharged water will flow within the basin.
- Evaluate suitable locations of extraction wells (take component) to maximize benefit of the banking alternative.
- Evaluate potential impacts on those portions of the basin that are currently experiencing localized excessive pumping, and in areas that may be severely impacted 10 to 20 years in the future. The final build-out scenarios identified in the Paso Robles Basin study may well prove to be the likely baseline scenario to be used for this analysis.

The hydrogeologic evaluation will identify which sites and recharge methods provide the best groundwater banking opportunities in the Paso Robles Groundwater Basin, which may include a combination of sites which take advantage of direct recharge opportunities in one part of the basin and in-lieu recharge opportunities in another part of the basin.

Deliverable: No specific deliverable will be prepared at the completion of this task. The results of the hydrogeologic feasibility and modeling assessment will be documented in the Progress Report (Task 5).

District Staff: District staff may be used to assist in the collection and compilation of hydrogeologic data that is new or has become available since completion of the Paso Robles Groundwater Basin studies. Staff support may be used for

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identification of and contact with landowners in the areas of interest. This task is estimated to need up to 30 hours of District technical staff time.

GBSC MEETING 4 – The fourth GBSC meeting will be used to review the project development and hydrogeologic feasibility assessment of the three groundwater projects and engineering feasibility (Task 5).

Task 5 – Engineering Analysis of Selected Banking Sites

This task will provide a preliminary feasibility-level design and project layout of the required facilities and associated costs for the three alternatives selected in Task 3. As part of the engineering analysis, cost estimates will be prepared for the facilities identified for each project. The estimates will include not only capital costs (construction costs, including allowances for design, environmental compliance, construction management, and administration), but also the annual operation and maintenance cost, including an allowance for power and energy costs. Power and energy costs will be based upon an agreed upon cost per kilowatt-hour and clearly stated so that the sensitivity of any alternative to changes in power and energy costs can be determined.

The estimates of capital costs will be developed on a unit-price basis utilizing engineering quantity take-offs. Our in-house experience will be used to estimate costs for certain features (e.g. dollars per horsepower for pumpstations). Vendors would be contacted to receive budgetary quotations for items not commonly known.

At this time we foresee using a contingency in the range of 25 to 30 percent for our opinion of estimated costs. We recommend the use of a contingency in this range primarily due to the level of detail of the supporting information and the recent steep increases in prices for certain materials (steel, wood, plastics) and fuel costs.

In addition to completing an engineering analysis for each project, this task will also provide an environmental and institutional evaluation of each project.

The environmental review will identify potential impacts and benefits of each project and describe potential environmental considerations and potential CEQA requirements for implementation.

The institutional review will identify water rights issues associated with groundwater banking projects. It will also identify potential funding opportunities and identify potential banking partners.

Deliverable: The results of the Hydrogeologic Evaluation (Task 4) and the Engineering Analysis (Task 5) will be documented in the Progress Report and presented to the GBSC for review and comment.

District Staff: District staff may be used to support data collection of completion needs for this task. This task is estimated to need up to 20 hours of District technical staff time.

GBSC MEETING 5 – The fifth GBSC meeting will be used to review the results of the hydrogeologic evaluation (Task 4) and engineering assessment (Task 5) and comment on the Progress Report. The outline of the Draft Report (Task 6) will also be presented at this meeting for review and comment.

Task 6 – Draft Report of Groundwater Banking Feasibility Study

The draft report will incorporate information presented in prior project deliverables. It will include a general description of the groundwater banking opportunities in the Paso Robles Groundwater Basin and a discussion of the process used to

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identify and evaluate the selected projects. The report will include descriptions and summary tables of the three projects, along with conclusions and recommendations for advancement of the program.

We will provide an unbound hard copy of the draft report and a CD-ROM with the draft report in Acrobat *.pdf format to the District for distribution to the public GBSC, other stakeholder groups, and interested parties. One bound copy of the draft report will also be provided for the District to submit to DWR to demonstrate progress under the planning grant.

Deliverable: Draft Report

GBSC MEETING 6 – The sixth GBSC meeting will be used to provide review and comments on the draft report. It is anticipated that additional meetings will be scheduled with the WRAC, NWC, and SAC at this time.

Task 7 – Final Report of Groundwater Banking Feasibility Evaluation

The final deliverable for this investigation will be the Final Report. Twenty copies of the final report will be provided to the District. In addition the Final Report will be produced in Adobe Acrobat format for delivery to the District.

Additional copies (hard copy and electronic) of the Final Report will be prepared for the District to satisfy their grant requirements with DWR.

Deliverable: Final Report

Task 8 – Project Management and Coordination

This task includes project management and coordination of the consultant team as well as project management coordination with the District.

Project management activities include preparing and submitting invoices to the District, reviewing all project work, and coordinating with the District and other stakeholders.

GEI/Bookman-Edmonston will also support the District's project reporting to DWR by providing monthly invoices and draft quarterly progress reports to the District that can be submitted to DWR to satisfy the reporting requirements of the Proposition 50 grant agreement. GEI/Bookman-Edmonston is experienced in preparing quarterly progress reports for grant-funded projects by working on more than ten DWR grant-funded projects in the last few years, with budgets ranging from \$100,000 to over \$1 million.

Deliverable: Monthly Invoices with Supporting Documentation and Quarterly Progress Reports

District Staff: We anticipate that the time commitment of the District's project manager will be on the order of 20 to 25 percent for the duration of this project.

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Exhibit B - Cost Estimate

Paso Robles Groundwater Basing Water Banking Feasibility Study

		GEI/B-E	Fugro	Cleath	Rincon	Total
Task 1	Stakeholder Involvement	\$25,000	\$11,560	\$1,960	\$975	\$39,495
Task 2	Preliminary Engineering	\$15,000	\$3,400	\$1,180	\$0	\$19,580
Task 3	Initial Alternatives Development and Project Refinement	\$30,000	\$14,400	\$7,400	\$3,470	\$55,270
Task 4	Hydrogeologic Evaluation of Banking Sites	\$0	\$25,500	\$6,190	\$0	\$31,690
Task 5	Engineering Analysis of Banking Sites	\$20,000	\$0	\$0	\$0	\$20,000
Task 6	Draft Report	\$10,000	\$3,120	\$1,470	\$1,640	\$16,230
Task 7	Final Report	\$5,000	\$3,940	\$400	\$1,740	\$11,080
Task 8	Project Management and Coordination	\$15,000	\$4,930	\$0	\$1,265	\$21,195
	Subtotal	\$120,000	\$66,850	\$18,600	\$9,090	\$214,540
	10% Markup on Subconsultants	\$0	\$6,690	\$1,860	\$910	\$9,460
	Total Costs	\$120,000	\$73,540	\$20,460	\$10,000	\$224,000

Project costs based on attached fee schedules. Task Costs include travel and direct expenses.

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FEE SCHEDULE

<u>Personnel Category</u>	<u>Hourly Billing Rate \$ per hour</u>
Staff Engineer/Consultant – Grade 1	\$80
Staff Engineer/Consultant – Grade 2	\$88
Engineer/Consultant – Grade 3	\$98
Associate Engineer/Consultant – Grade 4	\$108
Senior Engineer/Consultant – Grade 5	\$129
Managing Senior Engineer/Consultant – Grade 6	\$149
Executive Engineer/Consultant – Grade 7	\$175
Principal Executive Engineer/Consultant – Grade 8	\$196
Managing Executive Engineer/Consultant -Grade 9	\$216
Senior Principal	\$250

Senior CADD Operator	\$98
CADD Operator and Senior Technician	\$88
Technician, Administrative/Clerical Staff	\$72
Office Aide	\$57

Expert Witness Testimony will be billed at \$298 per hour for Principal Executive Engineer/Consultant and above, and at \$250 per hour for all other classifications.

These rates are billed for both regular and overtime hours in all categories.

Rates will increase up to 5% annually, at GEI’s option, for all contracts that extend beyond twelve (12) months after the original contract date.

OTHER PROJECT COSTS

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

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

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

Other Expenses – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc., will be billed at a daily, weekly, or monthly rate as needed for the project. Expendable supplies and large-quantity and oversized in-house copies will be billed at a unit rate.

PAYMENT TERMS

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

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

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660 Clarion Court, Suite A
 San Luis Obispo, California 93401
 Tel: (805) 542-0797
 Fax: (805) 542-9311

**CENTRAL COAST 2006 FEE SCHEDULE
 FOR CONSULTING SERVICES**

PROFESSIONAL STAFF	HOURLY RATE
Principal Consultant.....	\$ 185
Principal.....	170
Associate.....	145
Senior Professional.....	130
Project Professional II.....	115
Project Professional I.....	110
Staff II Professional.....	95
Staff I Professional.....	90

TECHNICAL AND OFFICE STAFF	
HSE Managers.....	135
Field Technician/Inspector – Non-Prevailing Wage, Straight Time.....	75
Field Technician/Inspector – Prevailing Wage, Straight Time.....	85
Laboratory Technician.....	65
GIS Technician/CADD Operator.....	90
Illustrator II.....	85
Technical Assistant/Illustrator.....	80
Word Processor/Clerical.....	60
Office Assistant.....	50

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

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

OTHER DIRECT CHARGES	
Subcontracted Services.....	Cost Plus 15%
Outside Reproduction.....	Cost Plus 15%
Outside Laboratory.....	Cost Plus 15%
Out-of-Pocket Expenses.....	Cost Plus 15%
Travel and Subsistence.....	Cost Plus 15%
Pickup Trucks and Basic Sampling Equipment.....	\$100/day

Report reproduction and data reporting costs per staff hourly rates
 Fee schedule is subject to revision periodically

LABORATORY AND FIELD SOIL TESTING FEESSee Separate Schedule

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Cleath & Associates
Engineering Geologists
Hydrogeologists
(805) 543-1413
1390 Oceanaire Drive
San Luis Obispo
California 93405



SCHEDULE OF HOURLY RATES

Principal Hydrogeologist	\$98
Associate Hydrogeologist	\$90
Associate Geologist	\$90
Staff Geologist	\$75

EXPENSES

Mileage	\$0.50/mile
Copies	\$0.15/copy
Other expenses at cost plus 10 percent handling.	

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RINCON CONSULTANTS, INC.

Standard Fee Schedule for Environmental, Geoenvironmental, and Planning Services

Rincon Consultants' fee schedule is based on the time that is charged to projects by our professionals and support staff. Direct costs associated with completing a project are also billed to the project as discussed under Reimbursable Expenses below. The following sets forth the billing rates for our personnel.

<u>Professional and Technical Personnel</u>	<u>Hourly Rate</u>
Principal	\$ 130-150/hour
Supervising Environmental Scientist/Planner	\$ 110-125/hour
Senior Environmental Scientist/Planner	\$ 95-110/hour
Environmental Scientist/Planner	\$ 85-95/hour
Environmental Technician	\$ 65-85/hour
Environmental Field Aide	\$ 45-55/hour
AutoCAD, GIS Technician	\$ 75-85/hour
Graphic Designer	\$ 65/hour
Clerical/Administrative Assistant	\$ 55/hour

Expert witness services consisting of depositions and in-court testimony are charged at a rate of \$250/hour.

<u>Equipment</u>	<u>Unit Rate</u>
Photo-Ionization Detector (PID)	\$ 100/day
Four Gas Monitor	\$ 100/day
Oil-Water Interface Probe	\$ 75/day
Water Level Indicator	\$ 25/day
Temperature-pH-Conductivity Meter	\$ 40/day
Bailer	\$ 20/day
Disposable Bailer	\$ 15/each
Hand Auger Sampler	\$ 50/day
Brass Sample Sleeves	\$ 8/each
Decontamination Equipment	\$ 20/day
Level C Health and Safety Equipment	\$ 50/person/day
Submersible Pump	\$ 150/day
DC Purge Pump	\$ 30/day
Dissolved Oxygen Meter	\$ 40/day
Turbidity Meter	\$ 25/day
Sound Level Meter	\$ 100/day
GPS Locator	\$ 30/day
Laser Rangefinder	\$ 35/day
Integrated GPS/GIS	\$ 500/day
Field Computer Equipment	\$ 40/day
Vacuum Gas Chamber Sampler	\$ 20/day
Digital Projector/Computer	\$ 40/day
Aneometer	\$ 25/day
Soil Vapor Extraction Monitoring Equipment	\$ 125/day

Photocopying and Printing

Photocopies will be charged at a rate of \$0.08/copy for single-sided copies and \$0.16 for double-sided copies. Colored copies will be charged at a rate of \$1.00/copy for single-sided and \$2.00/copy for double-sided or 11"x17" copies. Oversized maps or display graphics will be charged at a rate of \$7.00/square foot.

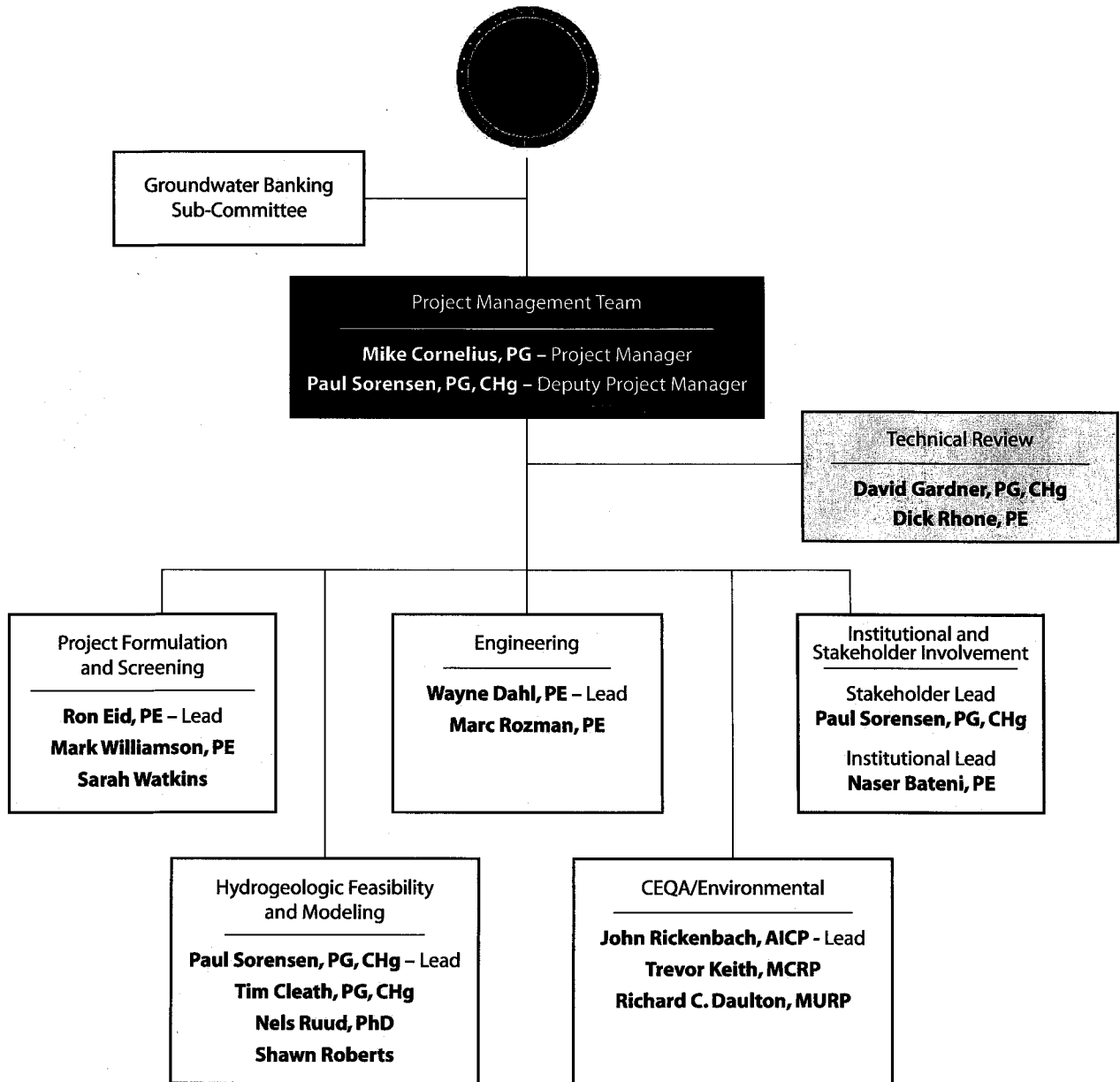
Reimbursable Expenses

Expenses associated with completing a project are termed Reimbursable Expenses. These expenses do not include the hourly billing rates described above. Reimbursable expenses include, but are not limited to, the following:

1. Direct costs associated with the execution of a project are billed at cost plus 15% to cover General and Administrative services. Direct costs include, but are not limited to, laboratory and drilling services charges, subcontractor services, authorized travel expenses, permit charges and filing fees, printing and graphic charges, performance bonds, sample handling and shipment, equipment rental other than covered by the above charges, etc.
2. Vehicle use in company-owned vehicles will be billed at a day rate of \$50/day for regular terrain vehicle use and \$100 per day for 4-WD off-road vehicle use, plus \$0.50/mile for mileage over 50 miles per day. For transportation in employee-owned automobiles, a rate of \$0.50/mile will be charged. Rental vehicles will be billed at cost plus 15%.

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Paso Robles Groundwater Basin Water Banking Feasibility Study—Exhibit C



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