

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *BB*
DATE: JUNE 20, 2008

AGENDA ITEM
E-1
JUNE 25, 2008

WATERLINE INTERTIE PROJECT DESIGN AGREEMENT

ITEM

Authorize negotiation of design agreement for Waterline Intertie Project [RECOMMEND AUHTORIZATION OF NEGOTIATIONS].

BACKGROUND

Staff mailed the Board approved RFP to eleven engineering firms on May 13, 2008 and opened proposals on June 10, 2008 (Previously distributed to the Board and available for review at the NCSO Office). Four firms submitted proposals (Boyle, Cannon, Dee Jasper & Penfield and Smith) and these proposals were evaluated by staff. Staff ranked Boyle Engineering as the most qualified firm as did the Supplemental Water Committee.

Boyle's proposed proposal budget for the work is \$898,801, which was also the lowest estimate of the four proposers. This budget includes all of the assigned tasks set forth in the RFP, but it excludes that cost of the Peer Review Team that District Staff proposes to hire separately. Staff also asked Boyle to include additional work tasks regarding the evaluation of options to eliminate the 200 PRVs in the Southland area and regarding support for the negotiation of the Final Agreement with the City of Santa Maria (funds not spent in Pre-Design Agreement).

Attached is a revised draft "Scope of Work", "Revised Budget" and "List of Key Personnel" that could be used as attachments to the draft agreement (attached). Boyle also proposed an optional "Operations Plan", but District Staff believes that the award of this additional work should await completion of the design and should not be part of this contract.

Mike Nunley of Boyle Engineering is seeking feedback for Boyle's legal counsel regarding the agreement and should be able to speak to any proposed changes to the agreement at the Board meeting.

RECOMMENDATION

Staff recommends that your Honorable Board authorize staff to finalize the agreement for consideration at the July 9, 2008 Board Meeting. Staff further requests authorization to negotiate agreements with Jim Garing, Paul Karp and Dennis True (HDD Contractor) as the Peer Review Team for subsequent Board consideration.

ATTACHMENTS

- Draft Scope of Work
- Draft Budget
- Draft List of Key Personnel
- Draft Agreement

EXHIBIT A – SCOPE OF WORK

Task Group 1. Concept Design Report

Boyle will evaluate key components of the project design and present the findings as a series of technical memoranda prior to compiling the Concept Design Report.

The Technical Memoranda will examine the main aspects of the design and help facilitate early feedback from the District. Boyle will prepare and submit the following technical memoranda. (Tasks 101-108)

| Task No. | Technical Memorandum No. | Title | Description |
|-----------------|---------------------------------|-----------------------------|---|
| 101 | 1 | Geotechnical Report for HDD | Detailed geotechnical evaluation along the proposed River crossing route. Evaluation of soil requirements and design details of HDD, identification of “fatal flaws,” and direction for the river crossing. |
| 102 | 2 | Project Bidding Strategy | Overview of recommendations for bidding the project, including recommendations for multiple bid packages and recommendations for optimizing the bid climate through press releases, workshops, and timing of bid release. |
| 103 | 3 | Pipeline Alignment | Preliminary pipeline design (see below), utility research, and identification of locations and area requirements for easement acquisition. |
| 104 | 4 | Pump Station Design | Building material and foundation, pump control points, pump and motor configuration, controls/instrumentation and power requirements, pump station layout, preliminary cost opinion. |
| 105 | 5 | Reservoir Design | Reservoir footprint and dimensions, site layout, water circulation feature options, coatings, foundation design and seismic anchoring (if needed), preliminary cost opinion. |
| 106 | 6 | Permitting Strategy | Strategy for obtaining required permits, recommended environmental monitoring/studies prior to and during construction, and recommended environmental mitigation measures. |

| Task No. | Technical Memorandum No. | Title | Description |
|-----------------|---------------------------------|--|---|
| 107 | 7 | Chloramination Systems | Identification of wells for chloramination, new control/chemical feed buildings (if desired), chemical storage requirements, chemical feed system, valves, meters, and preliminary cost opinion. |
| 108 | 8 | Back-up Power, Controls, and Instrumentation | Work with District staff and District's supplier to establish requirements for telemetry. Identify system components for back-up power, electrical, controls, and instrumentation for the pipeline, tank, pump station, and chloramination systems. |
| 109 | 9 | Service Pressure Reduction Study | Boyle will review available waterline information, perform hydraulic analysis, and prepare conceptual cost opinions to compare installation of new water mains to the proposed installation of residential pressure regulating valves. |

Pipeline Preliminary Design

Boyle will define the specific proposed alignment and identify potential challenges. Preliminary pipeline design will be discussed, including diameter and length, material (steel, ductile iron, PVC, or HDPE), valves and meters, corrosion control (if needed), thrust anchors or joint restraint, fittings to connect to existing system elements, and air/vacuum release valve type and placement (if needed). Boyle will contact utility companies and work with District/City staff to acquire available record drawings and schematics of underground utilities along the selected alignment. We will compile this information and include it on the project base map.

After the project alignment has been established, Boyle will identify areas where potholing should be performed. It is assumed the District will be responsible for procuring the services of a potholing contractor.

Task 110. Survey and Base Map (Wallace Group)

Record Property lines, Right of Ways and Easement Re-establishment and Mapping

Wallace Group will re-establish and map portions of Orchard Avenue, Joshua Street, South Frontage Road, Division Street, Southland Street, Santa Barbara County Flood Control (SBCFC) easement, and Blosser Road. Private property lines along or near the approximate pipeline route are included. These lines will be re-established based upon found monuments, filed maps in the County Clerk Recorder's Office of both San Luis Obispo and Santa Barbara Counties. The private lot lines intersecting the right of ways will be based upon record information and will be approximate only. The APN's along the route will be shown based upon information available in our office. A better understanding on the SBCFC easement will be required to determine if a preliminary title report is required for the property/properties this easement crosses. This

information will be shown on the Base Map. We assume that sufficient monuments shown on the record maps will be available and that no material discrepancy will occur.

It appears that five to eight properties will be crossed in both San Luis Obispo and Santa Barbara Counties. We are assuming that we will only plot two easements listed in the preliminary title reports on the property in which the pipeline is planned.

Aerial Mapping (1 inch = 40 feet) for 100' wide strip over 24,500 feet long

The Aerial Mapping will be subcontracted to Golden State Aerial Surveys, Inc., (GSAS). The mapping will show all visible major features such as pavement, overhead utility lines, buildings, fences, and tree canopies. A 1-foot contour interval will be shown. The width of the mapping will be 100 feet wide centered upon the approximate pipeline route. Color digital orthophotos, and an AutoCAD (.dwg) format will be provided. The Digital Terrain Model (DTM) shall be provided. The aerial mapping will be compiled to the Base Map.

Ground Survey for Aerial Control and Base Map (1 inch = 40 feet)

Wallace Group will set the aerial panels and provide GSAS with the ground control information. Horizontal control will be based upon the WGS 1984 using CORS information, vertical control will be based upon NAVD 1988. The aerial target locations will be compiled and referenced to the aerial mapping to form the Base Map.

Ground Densification Survey Mapping (1 inch = 40 feet)

Wallace Group will locate utility structures at surface such as manholes and valve lids, evidence of underground utilities such as paint marks, and other items typical to a project of this type. We will measure to the inverts of accessible manholes and vaults where we can safely do so and no traffic control is required. This information will be compiled to the Base Map.

Water Well Site Surveys & Maps

Wallace Group will provide a ground survey for approximately a .25 acre site as directed by the Engineer. We assume that these well sites will not fall within the 100-foot wide aerial mapping limits. This mapping would be compiled to the Base Map. Once the well locations have been provided along with the existing easement document benefiting the NCSD, a better estimate may be provided. We assume that the easement will be re-traceable.

ITEMS NOT INCLUDED IN THE SURVEY

Neither setting survey markers, preparing Record of Survey map, archaeological/sensitive area support surveys, densification in areas of heavy brush, edge of pavement locations, potholing of utility lines below ground, additional right of way procurement, plotting other than described above, creek cross sections for Flood Study, alerting private property owners to our presence, gaining permission to access private properties, nor construction surveys are a part of this proposal.

The Booster station and water tank site in San Luis Obispo County is to fall within the 100-foot wide aerial mapping limits and no additional work is included.

Neither additional survey work nor mapping at the direction of the Engineer is included, for densification in heavy brush or unforeseen tasks.

No staking of easements to be acquired is included.

ITEMS TO BE PROVIDED TO PROJECT TEAM

- A copy of the correspondence in which permission has been granted to access the route outside of the public rights of way, if required, prior to commencement of field survey work.
- Copies of the NCS D Easement Deeds to the five water well sites
- Preliminary Title Reports

Task 111. Geotechnical Report (Fugro)

Under this phase of work Fugro will coordinate and perform a program of field exploration, laboratory testing, and geotechnical evaluation to prepare a design-level Geotechnical Report for the project.

Coordination and Kickoff

Fugro will consult with the design team and attend a kickoff meeting for the project. The purpose of the initial meeting will be to review the approach to providing geotechnical services and to define the goals for the project. Fugro will review selected information obtained from in-house files, the preliminary geotechnical study, published geologic maps and any other information provided by the design team. Fugro will review this information to preliminarily characterize the geologic conditions at the site. This information will be used to assist in further planning the field exploration program, and serve as baseline information for preparation of their report. Fugro will then prepare a tentative field exploration plan showing the locations of our planned borings for review by the Project Team.

Utility Clearances, HSP and Permits

Fugro will visit the site to coordinate access for field exploration. Fugro will mark the locations of our planned explorations and contact Underground Services Alert (USA) to review the locations relative to underground utilities, and prepare a health and safety plan for the work. Fugro will not be responsible for damages resulting from damage to buried structures or underground utilities that are not brought to our attention and properly marked at the site.

Fugro expects that the drilling for the design-level geotechnical study can be performed during the summer months when the river is typically dry and/or outside the live stream of the Santa Maria River. Access to the exploration locations within the riverbed is not expected to involve streambed alteration, such as grading or excavation. Therefore, the work should be exempt from extensive environmental permitting (such as from the Army Corps, Fish & Game, or Coastal Commission). We will prepare a tentative field exploration plan and letter describing the work to be performed to assist in obtaining access to the riverbed and a 401 quality certification from the Regional Water Quality Control Board. We understand that the District will likely need to show CEQA compliance to obtain a categorical exemption from the permitting.

Field Exploration

Fugro will provide a field exploration program of drilling and cone penetration testing to evaluate the subsurface conditions with the improvement areas. The types and numbers of tests

that we expect to perform are as follows:

| Location | Exploration | Comment |
|--|---|---|
| Blosser Extension and Pump Sta. No 1 | 3 borings to 10 feet 1 boring to 50 feet | Utilize existing boring information collected by Fugro along Blosser Channel |
| Santa Maria River Crossing | 2 borings to 40 feet 3 CPT soundings to 100 feet 1 boring to 125 feet | Explore either end of crossing, low point of profile, and between |
| 0.5MG Tank and Pump Sta. No. 2 | 2 borings to 25 feet 1 CPT sounding to 50 feet | |
| 24-inch pipeline to Joshua Street | 2 borings to 10 feet | |
| 10- to 12-inch pipeline along Southland and Frontage Street (Orchard to Tefft), and 12-inch upgrade on Orchard | 5 borings to 10 feet 5 CPT soundings to 20 feet | May consider deepening explorations on Frontage Street to address District sewer replacement, if requested. |
| Chloramination Stations at 5 well heads | 5 CPT soundings to 25 feet (or dense units) | Depth of explorations may vary. Not to exceed 50 feet. |

Drilling. The borings will be drilled using a truck-mounted drill rig equipped with hollow-stem-augers. Drilling mud or water will be added to the augers to help stabilize the drill holes, if needed. The borings will be sampled at approximately 5-foot intervals using standard penetration test (SPT) and modified California split-spoon samplers. The pavement thickness will be measured at boring locations within the existing streets. Bulk samples of selected materials will be obtained from the cuttings retrieved from the auger flights. The borings will be backfilled with the excavated materials upon completion of drilling, and topped with 6 inches of concrete when drilled in a pavement area. The samples will be used to classify the soils encountered and retained for subsequent laboratory testing.

Cone Penetration Test (CPT) Soundings. Cone penetration testing will be used to supplement the field exploration program. The CPT soundings will be performed using an electric piezocone penetrometer that is advanced into the ground using a hydraulic ram mounted on a truck having a weight of approximately 20 tons. During penetration, the cone tip resistance (q_c), sleeve friction

(f_s) and porewater pressures (u) will be recorded using an on-board computer to provide a profile of the conditions encountered during penetration. The data will be retrieved electronically for use in subsequent geotechnical analyses, and will be plotted in the field as the data are being obtained.

Hazardous Materials. This scope of work specifically excludes the search for, and evaluation of, hazardous materials in soil, water, or air. In the event that hazardous materials are encountered during field explorations, Fugro will be required to report the contamination and to follow protocols required by various agencies. The cost for work performed in association with the discovery of hazardous material will be provided on a time and materials basis, and is not included in this proposal.

Laboratory Testing

Laboratory tests will be performed on selected samples obtained from the field exploration program to assist in our characterization of the geotechnical engineering properties of the materials encountered. We expect to perform tests for soil classification, corrosion, R-value, compaction, shear strength, sand equivalent, and consolidation. The actual types and numbers of laboratory tests to be performed will be selected based on the results of the field exploration program.

Draft Geotechnical Report

We will prepare a draft of the Geotechnical Report for the project for review by the Project Team and the District. Field and laboratory data obtained from our evaluation will be included in the report. Graphics showing the locations of the explorations, interpreted subsurface profile along the HDD alignment, typical trench detail, grading recommendations and response spectra will also be provided. We may recommend that additional exploration or evaluation be performed based on the results of the work performed. A draft of the report will be submitted via email (pdf) for review by the design team prior to preparing the final report. The report will provide a summary of the work performed, and our opinions and recommendations regarding:

- Soil and groundwater conditions encountered;
- Geologic setting;
- Potential for geologic hazards to impact the project (such as, seismic shaking, faulting, liquefaction, and slope instability);
- Seismic data for use with the 2007 building code such as causative fault, maximum moment magnitude, soil profile type, distance from the site, and peak ground/spectral accelerations corresponding to the design earthquake;
- Geotechnical considerations for the HDD installation below the Santa Maria River and Bluff:
 - Groundwater conditions;
 - Permeable soil layers that may result in fluid losses;
 - Borehole stability; and
 - Need for prototype HDD program in advance of construction.

- Design of pipelines:
 - Typical trench detail;
 - Foundation support and bedding thicknesses for the pipe;
 - Preparation and placement of backfill;
 - Suitability of on-site materials for use as bedding, pipe zone or trench backfill;
 - Compaction requirements for fill materials;
 - Need for trench plugs or drains considering sloping ground;
 - Net passive resistance for lateral thrust; and
 - Moduli (E'), K_o , and backfill loading for structurally designed pipe.
- Design of Pump Station/Well Header buildings and pads:
 - Site preparation and grading;
 - Allowable foundation bearing pressures, footing depths and widths, and estimated settlement;
 - Passive pressure and friction coefficients to resist lateral loads;
 - Lateral earth pressures (static and dynamic) for buried pump station vaults;
 - Slab-on-grade; and
 - Site drainage.
- Design of the Tank (above or below grade):
 - Site preparation and grading;
 - Backfill and compaction requirements;
 - Suitability of on-site materials for use as tank backfill;
 - Lateral earth pressures (static and dynamic) for the buried tank;
 - Allowable foundation bearing pressures, footing depths and widths, and estimated settlement;
 - Plotted response spectra (pseudo acceleration, displacement, and velocity) for critical damping of 0.5, 2, 5 percent, and extrapolated to a period of 15 seconds.
- Suggested materials specifications for on-site and imported materials to be used as bedding, pipe zone, and trench backfill material;
- Pavement structural sections for trench patches and access roads for traffic index (TI) values provided to us (according to Caltrans design methods);
- Corrosion data for the design of subsurface structures and pipes; and
- Construction considerations: excavation characteristics of the materials encountered, need for dewatering, drilling, temporary excavation slopes and shoring, and adjacent structures.

Final Geotechnical Report

Following the receipt of written comments, we will then address the comments and incorporate them into a final report. A final Geotechnical Report will be prepared to incorporate review comments. We will submit four (4) hard-bound copies and a pdf file of the final report.

Review of Plans and Specifications

Fugro will review the project plans and specifications for conformance with the geotechnical recommendations of the report. Comments will be summarized in letter or memorandum format and transmitted to the responsible designer(s). Once comments have been incorporated or otherwise addressed, Fugro will prepare a letter stating conformance with the Geotechnical Report.

Geotechnical Support during Construction

Within the proposed level of effort, we will attend the preconstruction meeting, review requests for information or clarification from the field, review submittals, answer questions, and provide general consultation during the construction of the pipeline. This task specifically excludes providing construction inspection, management, materials testing, or field testing.

Task 112. HDD Technical Support during Concept Design

Boyle's subconsultant Jacobs Associates will assist Boyle with the horizontal directional drilling technical issues including the following:

- Develop a profile and alignment for the recommended HDD bore location
- Evaluate alternatives for installation of the carrier pipe(s) and the need for casings.
- Develop an opinion of probable HDD construction costs using a historical unit price approach.
- Provide written documentation in draft form to support the results of the above items for inclusion in the Concept Design Technical Memoranda.

Task 113. Draft and Final Concept Design Report (30% design)

Upon receipt and integration of District's comments on the technical memoranda, Boyle will prepare and submit forty (40) copies of the Draft Concept Design Report and preliminary construction cost opinion. After comments are received ten (10) copies and one camera-ready copy of the final report will be provided.

Task 114. Narrative Report

Boyle will prepare a Narrative Report describing the proposed project based on the edited Concept Design Report and Cost Opinion. Ten (10) copies of the Administrative Draft will be submitted for review. After integration of District comments, one hundred (100) copies of the final Narrative Report will be submitted.

Task Group 2. Permitting

Based on Padre's experience and environmental assessments performed for the Preliminary Engineering Memorandum, the following tasks will need to be completed:

Task 201. Permit Applications

As necessary, Padre will prepare permit applications and supporting documentation for submittal to the regulatory agencies identified below:

- California Department of Fish and Game 1602 Streambed Alteration Agreement (if required)
- Regional Water Quality Control Board 401 Water Quality Certification (if required)
- United States Army Corps of Engineers 404 Nationwide Permit (if required)
- United States Fish and Wildlife Service and NOAA Fisheries Service Section 7 Consultation (if required as part of the 404 permit process).

The permit application package will most likely include the following items: completed application forms, project description (available from the EIR currently under preparation), copies of the EIR and proof of EIR certification, pipeline alignment plans, results of biological surveys currently under preparation by Padre). Additionally, three biological-related plans will likely be required by regulatory agencies in support of the applications. Such plans would provide detailed procedures for the execution of project activities and for the protection of potentially affected resources. Based on our project experience, the following plans would be required:

- *Revegetation Plan (for disturbed areas)*
- *HDD Frac-Out Monitoring, Response and Clean-Up Plan*
- *Biological Resources Contingency Plan*

Task 202: Application Submittal

Following review and approval by NCSO, the permit applications and supporting material will be submitted to the regulatory agencies. Our cost estimate assumes that NCSO would be responsible for all permit fees. Upon submission of all project-related permit applications, the Project Team will work with NCSO to answer agency questions regarding the project. This communication will be maintained throughout the project permitting process. In many cases, these communications include providing agencies with information from other resource agencies involved in the project. The Project Team will assist the NCSO in negotiation of the terms of permit conditions with agencies and through a collaborative approach, obtain all necessary permits in a timely manner.

Task 203. Mitigation and Monitoring Plan

Develop a mitigation and monitoring plan for inclusion in construction documents.

Task Group 3. Construction Documents

Task 301. Construction Plans and Specifications

Boyle will prepare bid documents in the District's standard format, including contract documents and technical specifications. The final construction documents are anticipated to include five (5) bid packages, although this will be explored in Technical Memorandum 2 (Project Bidding Strategy):

Bid Package 1 – HDD

- G1, G2: Title & Notes (2 sheets)
- C1, C2: Site Plans (2 sheets)

- C3, C4, C5: Profiles (3 sheets)
- D1, D2: Details (2 sheets)

Bid Package 2 – NCSD System Pipeline Improvements

- G1, G2: Title & Notes (2 sheets)
- C1-C13: Pipeline Plan & Profile (13 sheets)
- C14, C15: Maria Vista PRV Station (2 sheets)
- C16, C17, C18: Details (3 sheets)

Bid Package 3 – Blosser Road Water Main and Flow Meter

- G1, G2: Title & Notes (2 sheets)
- C1-C5: Pipeline Plans and Profiles (5 sheets)
- C6: Flow Metering Station (1 sheet)
- C7, C8: Details (2 sheets)

Bid Package 4 – Pump Station and Reservoir

- G1, G2, G3: Title & Notes (3 sheets)
- C1: Site Plan—Pump Station and Reservoir (1 sheet)
- C2, C3: Pump Station—Yard Piping Plan and Details (2 sheets)
- S1: Pump Station—Architectural (1 sheet)
- S2, S3, S4, S5: Pump Station—Foundation Plan and Structural Details (4 sheets)
- C4, C5: Reservoir Civil Plan and Elevation (2 sheet)
- C6, C7, C8: Reservoir Civil Sections and Details (3 sheets)
- C9: Reservoir Foundation Plan (1 sheet)
- C10, C11: Chloramination System Plan and Details (2 sheets)
- E1: Electrical symbols and abbreviations (1 sheet)
- E2: Single line diagrams (1 sheet)
- E3: Pump Station Electrical Site Plans (1 sheet)
- E4: Site Power and Lighting Plan (1 sheet)
- E5: Electrical Schematic Diagrams (1 sheet)
- E6: Electrical Details and Schedules (1 sheet)
- IC1: Instrument Legend and Symbols
- IC2: Telemetry System Block Diagram
- IC3: Pump Station—Process and Instrumentation Diagram with Chloramination, Tank, and Generator (1 sheet)
- IC4: Telemetry Panel Layout & Instrument Details (1 sheet)
- L1, L2: Landscaping and Irrigation Plan and Details (2 sheets)

Bid Package 5 – Wellhead Chloramination Improvements

- G1, G2, G3: Title & Notes (3 sheets)
- C1, C2, C3: Site Plans (3 sheets)

- C4, C5: Details

Boyle will coordinate new service or relocations with utility companies (telephone, electrical, and cable television). It is assumed the District will pay any utility service or relocation fees and will fill out any service contracts as well.

The District will receive submittals of the cost opinion and bid documents at the 60-, 90-, and 100-percent level.

Task 302. HDD Technical Support

Boyle's subconsultant Jacobs Associates will assist Boyle with the horizontal directional drilling technical issues including the following:

- Review HDD plan and profile sheets prepared by Boyle including minimum requirements for drill path, anticipated geotechnical conditions and geotechnical data, ground surface, utilities, construction easement, pipe laydown, and staging areas.
- Update HDD detail sheet including casing/carrier pipe section and backfill grouting requirements.
- Provide the following technical specifications: Horizontal Directional Drilling, Carrier Pipe Installation, Annular Backfilling
- Update HDD cost estimate and assumptions and develop recommendations for bid items.

Task 303. Geotechnical Baseline Report (GBR)

Jacobs Associates will compile a GBR utilizing exploratory data provided by the District's geotechnical consultant. The intent of the GBR is to identify the geotechnical baseline anticipated during the HDD. The GBR will be included with project specifications.

Task 304. Legal Descriptions and Exhibits (Wallace Group)

Legal Descriptions & Exhibits for pipe on private property or in the SBCFC easement

Wallace Group assumes that the SBCFC easement may cross multiple properties. We assume that the PTR's have been provided and that approximate boundary lines already plotted will be sufficient. The legal description would be the same for each parcel, the caption of the legal description would limit the strip to the appropriate parcel. This is a common technique used for long routes crossing property lines which aren't determined by more extensive surveys. That portion of the parcel to be encumbered by the strip and an approximate area would be shown on the Exhibit that is attached to each legal description. These areas will be compiled to the Base Map.

Wallace Group will assume seven properties will be crossed. We assume that the PTR's have been provided and that approximate boundary lines already plotted will be sufficient. The legal description would be the same for each parcel, the caption of the legal description would limit the strip to the appropriate parcel. This is a common technique used for long routes crossing property lines which aren't determined by more extensive surveys. That portion of the parcel to

be encumbered by the strip and an approximate area would be shown on the Exhibit that is attached to each legal description. These areas could be compiled to the Base Map.

Legal Description & Exhibit for one tank/booster station site in the City of Santa Maria

Wallace Group assumes that the PTR has been provided and/or acquired and that boundary/easement lines will have been established as described above or provided by the Engineer. This area could be compiled to the Base Map but will likely not fall within the 100-foot wide strip.

Task Group 4. Project Management

Task 401. Kickoff Meeting

Boyle will schedule and lead a kickoff meeting with the Project Team at the District office. Attendees will include Padre, Fugro West, and Boyle team members. We will discuss progress of the District's ongoing project financing and CEQA compliance efforts; right of entry requirements for fieldwork; permitting schedule; and project milestones.

Task 402. Monthly Progress Reports

Boyle will submit written monthly project and budget status reports to the District. Reports will be sent in time for District staff to review and submit at monthly Board meetings. Boyle will utilize a consistent form to prepare monthly reports for the Board to track updates to the following project components throughout the design phase:

- Project Cost Opinion

- Project Schedule, including design, construction, and permitting

- Summary of monthly progress

Task 403. Decision Log

Boyle will maintain a Project Decision Log to track key decisions made and supportive reasoning during the project design.

Task 404. Monthly Board Meetings

The Boyle Project Manager will attend monthly Board meetings and will be prepared to respond to questions and comments from the Board.

Task 405. Meetings with District Staff

It is assumed the Boyle Project Manager will schedule and attend monthly coordination meetings with District staff, in addition to the workshops and meetings discussed in other sections.

Task 406. Committee Meetings and Forums

Project stakeholders will include the Nipomo supplemental water standing committee, South County Advisory Committee, Save the Mesa, Nipomo Chamber of Commerce, developers, citizens, County planners, City of Santa Maria Utilities Department, and others.

Task 406A. Committee Meetings

Project Team members will attend monthly Standing Committee meetings. It is assumed the Boyle Project Manager and one other Boyle/Padre/Fugro team member will attend each monthly meeting, and the meetings will last for approximately 2 hours.

Task 406B. Public Forums/Workshops

Boyle will prepare presentations for public forums and/or workshops as directed by the District. We have established a budget for two forum or workshop events at \$4,000 each..

Task 407. Miscellaneous Exhibits

Boyle will prepare copies of progress plans and/or exhibits from reports on a time and materials basis. At this time, we cannot predict which exhibits (or type of format – mounted exhibits or half-size for handouts) will be required. We have established a budget of \$5,000 for miscellaneous exhibits.

Task 408. Coordination, Meetings, and Contract Review for City of Santa Maria/NCSD Agreement

Boyle will coordinate with the City of Santa Maria, review draft agreements, and work with the City for approval of the project components. This level of effort is difficult to predict at this time, and may need to be adjusted as the project develops. We assumed a budget of \$9461 would be appropriate for this task.

Task Group 5. Assistance During Bid**Task 501. Contractor Prequalification (General and HDD)**

Boyle will tailor a prequalification procedure to the specific features of this project. This procedure will follow the California Department of Industrial Relations recommendations, methodology, and criteria for prequalification of the contractor(s). The steps include the following:

- Prequalification advertisement
- Prequalification questionnaire distribution
- Prequalification scoring and interviews

Task 502. Bid-Phase Services

Boyle will provide bid phase services for each of 5 bid packages for this project, including the following:

- Provide plans and specifications for Electronic Bid Clearinghouse
- Prepare 20 bid sets of construction documents per bid package
- Organize and attend one pre-bid job walk per bid package
- Maintain a list of bidders for distributing addenda
- Respond to inquiries from bidders;
- Prepare, issue, and circulate addenda

- Assist the District in bid review
- Provide recommendations on successful bidder award
- Assist District in resolving bid protests (if necessary)
- Attend District Board meeting to present recommendations on bidder award

Task Group 6. Office Engineering Services During Construction

An adequate projection of effort and budget for Task Group 6 is difficult to predict at this time and will depend, to some degree, on the experience and background of the Contractor selected for the work. The budget and manhour breakdown estimated for this Task will likely require review and revision upon beginning construction-phase activities. Boyle will work closely with the District during this phase to manage our budget and regularly communicate status.

Task 601. Assist with Contract Submittals

Boyle will assist the District with acquiring the required contract submittals from the Contractor after the contract is awarded.

Task 602. Construction Job Walk

Boyle will attend a construction job walk with the selected contractor.

Task 603. Partnering Session

It is our understanding the District will promote the formation of a “Partnering” relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. Boyle will plan and attend a Partnering Session with the Contractor and District.

We can provide additional guidance to the District in developing a formal partnering relationship, if desired.

Task 604. Submittal Review

Boyle will log, manage, and review contract submittals and shop drawings. Our process will ensure the following:

- All short term look ahead schedules contain critical submittal dates, and the logs reflect the same.
- Submittals from the Contractor are received and logged.
- Submittals are reviewed in a timely fashion by Boyle and returned to the Contractor
- Logs are updated on a regular basis.
- Shop drawings have been reviewed and returned before associated work has begun.

Task 605. Respond to RFIs

Boyle will log, manage, and respond to Requests for Information from the Contractor.

Task 606. Respond to Requests for Change

Boyle will investigate proposed change orders submitted by the Contractor or requested by the District. Change order submittals will include supporting records. Boyle’s investigation will

include the impacts on the Project schedule and budget and will include a recommendation for approval or disapproval.

Task 607. Attend Project Meetings

Boyle will attend a preconstruction meeting and monthly project progress meetings.

Task 608. Observe Work in Progress

Boyle will perform field reviews (approximately 4 hours per visit) to review work progress and address design issues or conflicts as they arise.

Task 609. Prepare Record Drawings

Boyle will prepare record drawings based on the Contractor's markups of the construction plans.

Project Budget Summary

Engineering Services for NCSD - SWP Design

Nipomo CSD

This is a budget with a not-to-exceed limit for each task group as follows. Total budget authorization would not exceed \$920,030 unless prior written authorization is granted.

| | Total |
|--|-----------|
| Task Group 1 - Concept Design Report | \$313,192 |
| Task Group 2 - Permitting (May not be required) | \$26,557 |
| Task Group 3 - Construction Documents | \$311,982 |
| Task Group 4 - Project Management | \$43,520 |
| Task Group 5 - Assistance During Bids | \$48,942 |
| Task Group 6 - Office Engineering During Construction (5 Bid Packages) | \$175,837 |
| Total | \$920,030 |

Project Budget

Engineering Services for NCSD - SWP Design

Nipomo CSD

| Task Description | Personnel Hours | | | | | | | | Budget | | | | |
|--|-----------------|------------|-----------|-----------|------------|------------|-----------|--------------|-------------------|------------------|-------------------|-------------------|-------------------|
| | Principal | Senior II | Senior I | Associate | Assistant | Drafter | Clerical | Total Hours | Labor | Non-labor ODC | Subconsultants | Total Non-Labor | Total |
| Task Group 1 - Concept Design Report | | | | | | | | | | | | | |
| 101 - Geotechnical Report for HDD Technical Memorandum | 16 | 8 | | 8 | | | | 32 | \$ 5,240 | \$ 419 | \$ - | \$ 419 | \$ 5,659 |
| 102 - Project Bidding Strategy Technical Memorandum | 24 | | | | | | | 24 | \$ 4,560 | \$ 365 | | \$ 365 | \$ 4,925 |
| 103 - Pipeline Alignment Technical Memorandum | 4 | 60 | | | 60 | 80 | | 204 | \$ 23,960 | \$ 1,917 | | \$ 1,917 | \$ 25,877 |
| 104 - Pump Station Design Technical Memorandum | 8 | 52 | | | 36 | 60 | | 156 | \$ 19,060 | \$ 1,525 | \$ 1,620 | \$ 3,145 | \$ 22,205 |
| 105 - Reservoir Design Technical Memorandum | 32 | | | 40 | | 24 | | 96 | \$ 13,160 | \$ 1,053 | | \$ 1,053 | \$ 14,213 |
| 106 - Permitting Strategy Technical Memorandum | 4 | | | | 8 | | | 12 | \$ 1,600 | \$ 128 | \$ - | \$ 128 | \$ 1,728 |
| 107 - Chloramination Systems Technical Memorandum | 40 | | 24 | | 8 | 24 | | 96 | \$ 14,080 | \$ 1,126 | | \$ 1,126 | \$ 15,206 |
| 108 - Back-up Power, Controls, and Instrumentation Technical Memorandum | 24 | | 40 | | | 24 | | 88 | \$ 12,440 | \$ 995 | | \$ 995 | \$ 13,435 |
| 109 - Service Pressure Reduction Study | 8 | 28 | | | 16 | 16 | | 68 | \$ 9,060 | \$ 725 | | \$ 725 | \$ 9,785 |
| 110 - Survey and Base Map (by Wallace Group) | | | | | | | | - | \$ - | \$ - | \$ 72,080 | \$ 72,080 | \$ 72,080 |
| 111 - Geotechnical Report (by Fugro) | | | | | | | | - | \$ - | \$ - | \$ 103,960 | \$ 103,960 | \$ 103,960 |
| 112 - HDD Technical Support (By Jacob's Associates) | | | | | | | | - | \$ - | \$ - | \$ 15,000 | \$ 15,000 | \$ 15,000 |
| 113 - Concept Design Report | 4 | 8 | | | | 8 | 8 | 28 | \$ 3,296 | \$ 1,264 | | \$ 1,264 | \$ 4,560 |
| 114 - Narrative Report | 4 | 8 | | | | 8 | 8 | 28 | \$ 3,296 | \$ 1,264 | | \$ 1,264 | \$ 4,560 |
| | | | | | | | | - | \$ - | \$ - | | \$ - | \$ - |
| Subtotal | 168 | 164 | 64 | 48 | 128 | 244 | 16 | 832 | \$ 109,752 | \$ 10,780 | \$ 192,660 | \$ 203,440 | \$ 313,192 |
| Task Group 2 - Permitting | | | | | | | | | | | | | |
| Permit applications | 4 | | | | | | | 4 | \$ 760 | \$ 61 | \$ 10,066 | \$ 10,126 | \$ 10,886 |
| Application submittal | 8 | | | | | | | 8 | \$ 1,520 | \$ 122 | \$ 8,240 | \$ 8,362 | \$ 9,882 |
| Mitigation and Monitoring Plan | 4 | | | | | | | 4 | \$ 760 | \$ 61 | \$ 4,968 | \$ 5,029 | \$ 5,789 |
| Subtotal | 16 | - | - | - | - | - | - | 16 | \$ 3,040 | \$ 243 | \$ 23,274 | \$ 23,517 | \$ 26,557 |
| Task Group 3 - Construction Documents | | | | | | | | | | | | | |
| 301 - Construction Plans and Specifications | | | | | | | | - | \$ - | | | \$ - | \$ - |
| Bid Package 1 - HDD Plans (9 sheets) | 8 | 24 | | | 20 | 40 | | 92 | \$ 11,140 | \$ 891 | \$ 48,000 | \$ 48,891 | \$ 60,031 |
| Bid Package 1 - HDD Specifications | 4 | 16 | | | 16 | | | 36 | \$ 4,920 | \$ 1,394 | | \$ 1,394 | \$ 6,314 |
| Bid Package 2 - NCSD System Pipeline Improvements Plans (20 sheets) | 8 | 60 | | | 100 | 300 | | 468 | \$ 49,820 | \$ 3,986 | | \$ 3,986 | \$ 53,806 |
| Bid Package 2 - NCSD System Pipeline Improvements Specifications | 2 | 16 | | | 16 | | | 34 | \$ 4,540 | \$ 1,363 | | \$ 1,363 | \$ 5,903 |
| Bid Package 3 - Blosser Road Water Main and Flow Meter Plans (10 sheets) | 4 | 40 | | | 70 | 150 | | 264 | \$ 28,560 | \$ 2,285 | | \$ 2,285 | \$ 30,845 |
| Bid Package 3 - Blosser Road Water Main and Flow Meter Specifications | 2 | 16 | | | 16 | | | 34 | \$ 4,540 | \$ 1,363 | | \$ 1,363 | \$ 5,903 |
| Bid Package 4 - Pump Station and Reservoir Plans (29 Sheets) | 80 | 80 | | 60 | 80 | 240 | | 540 | \$ 66,000 | \$ 5,280 | \$ 5,400 | \$ 10,680 | \$ 76,680 |
| Bid Package 4 - Pump Station and Reservoir Specifications | 20 | 24 | | 20 | | | | 64 | \$ 9,920 | \$ 1,794 | | \$ 1,794 | \$ 11,714 |
| Bid Package 5 - Wellhead Chloramination Improvements Plans (8 sheets) | 16 | | 24 | | 36 | 80 | | 156 | \$ 17,780 | \$ 1,422 | | \$ 1,422 | \$ 19,202 |
| Bid Package 5 - Wellhead Chloramination Improvements Specifications | 16 | | 16 | | | | | 32 | \$ 5,280 | \$ 1,422 | | \$ 1,422 | \$ 6,702 |
| 302 - HDD Technical Support (by Jacobs Associates) | 2 | | | | | | | 2 | \$ 380 | \$ 30 | \$ 15,000 | \$ 15,030 | \$ 15,410 |
| 303 - Geotechnical Baseline Report (Jacobs Associates) | 2 | | | | | | | 2 | \$ 380 | \$ 30 | \$ 15,000 | \$ 15,030 | \$ 15,410 |
| 304 - Legal Descriptions and Easements | 4 | | | | | | | 4 | \$ 760 | \$ 61 | \$ 3,240 | \$ 3,301 | \$ 4,061 |
| Subtotal | 168 | 276 | 40 | 80 | 354 | 810 | - | 1,728 | \$ 204,020 | \$ 21,322 | \$ 86,640 | \$ 107,962 | \$ 311,982 |
| Task Group 4 - Project Management | | | | | | | | | | | | | |
| 401 - Kickoff Meeting | 4 | 4 | | | | | | 8 | \$ 1,380 | \$ 110 | | \$ 110 | \$ 1,490 |
| 402 - Monthly Progress Reports | 18 | | | | | | | 22 | \$ 3,688 | \$ 295 | | \$ 295 | \$ 3,983 |
| 403 - Decision Log | 4 | | | | | | | 4 | \$ 1,028 | \$ 82 | | \$ 82 | \$ 1,110 |

Project Budget

Engineering Services for NCSD - SWP Design

Nipomo CSD

| Task Description | Personnel Hours | | | | | | | | Budget | | | | |
|--|-----------------|------------|------------|------------|------------|--------------|------------|--------------|-------------------|------------------|-------------------|-------------------|-------------------|
| | Principal | Senior II | Senior I | Associate | Assistant | Drafter | Clerical | Total Hours | Labor | Non-labor ODC | Subconsultants | Total Non-Labor | Total |
| 404 - Monthly Board Meetings | 24 | | | | | | | 24 | \$ 4,560 | \$ 365 | | \$ 365 | \$ 4,925 |
| 405 - Meetings with District staff | 12 | 12 | | | | | | 24 | \$ 4,140 | \$ 331 | | \$ 331 | \$ 4,471 |
| 406 - Committee Meetings and Forums | | | | | | | | - | \$ - | \$ - | | \$ - | \$ - |
| 406A - Monthly Standing Committee Meeting | 24 | | | | | | | 24 | \$ 4,560 | \$ 365 | | \$ 365 | \$ 4,925 |
| 406B - Public Forums/Workshops (assume 2 forums/workshops) | 20 | 24 | | | | | | 44 | \$ 7,520 | \$ 602 | | \$ 602 | \$ 8,122 |
| 407 - Miscellaneous Exhibits | | | 8 | | | | 36 | 44 | \$ 4,660 | \$ 373 | | \$ 373 | \$ 5,033 |
| 408 - Coordination, Meetings, and Contract Review for Santa Maria/NCSD Agreement | 20 | 32 | | | | | | 52 | \$ 8,760 | \$ 701 | | \$ 701 | \$ 9,461 |
| Subtotal | 126 | 80 | - | - | - | 36 | 8 | 250 | \$ 40,296 | \$ 3,224 | \$ - | \$ 3,224 | \$ 43,520 |
| Task Group 5 - Assistance During Bids | | | | | | | | | | | | | |
| 501 - General & HDD Subcontractor prequalification | 4 | | | 24 | 40 | | | 68 | \$ 7,840 | \$ 627 | \$ - | \$ 627 | \$ 8,467 |
| 502 - Bid Phase Services (for 5 Bid Packages) | | | | | | | | - | \$ - | \$ - | | \$ - | \$ - |
| Prepare and distribute bid sets | | | | | 15 | | 30 | 45 | \$ 3,585 | \$ 2,287 | | \$ 2,287 | \$ 5,872 |
| Prebid job walk and conference | 15 | 30 | | | | | | 45 | \$ 7,500 | \$ 600 | | \$ 600 | \$ 8,100 |
| Maintain bidder list | | | | | | | 40 | 40 | \$ 2,680 | \$ 214 | | \$ 214 | \$ 2,894 |
| Respond to RFIs | 5 | 20 | | | 20 | | | 45 | \$ 6,150 | \$ 492 | | \$ 492 | \$ 6,642 |
| Addenda | 5 | 25 | | | 40 | 16 | 20 | 106 | \$ 11,885 | \$ 951 | | \$ 951 | \$ 12,836 |
| Bid analysis and recommendation | | 5 | | | 20 | | | 25 | \$ 2,875 | \$ 230 | | \$ 230 | \$ 3,105 |
| Attend Board meeting to recommend contractor | 5 | | | | | | | 5 | \$ 950 | \$ 76 | | \$ 76 | \$ 1,026 |
| Subtotal | 34 | 80 | - | 24 | 135 | 16 | 90 | 379 | \$ 43,465 | \$ 5,477 | \$ - | \$ 5,477 | \$ 48,942 |
| Subtotal for Task Groups 1-5 | 512 | 600 | 104 | 152 | 617 | 1,106 | 114 | 3,205 | \$ 400,573 | \$ 41,046 | \$ 302,574 | \$ 343,620 | \$ 744,193 |
| Task Group 6 - Office Engineering During Construction (5 Bid Packages) | | | | | | | | | | | | | |
| 601 - Required contract submittals | 5 | 15 | | | 15 | | 10 | 45 | \$ 5,520 | \$ 442 | | \$ 442 | \$ 5,962 |
| 602 - Construction job walk | 15 | 20 | | | 20 | | | 55 | \$ 8,050 | \$ 644 | | \$ 644 | \$ 8,694 |
| 603 - Partnering session | 8 | | 8 | | | | | 16 | \$ 2,640 | \$ 211 | | \$ 211 | \$ 2,851 |
| 604 - Submittal review | 8 | 40 | 40 | 40 | 80 | | 40 | 248 | \$ 29,200 | \$ 2,336 | \$ 13,000 | \$ 15,336 | \$ 44,536 |
| 605 - Respond to RFIs | 12 | 40 | 20 | | 40 | 40 | 4 | 156 | \$ 19,548 | \$ 1,564 | \$ 8,779 | \$ 10,343 | \$ 29,891 |
| 606 - Respond to Requests for Change | 12 | 40 | 40 | | | 40 | 4 | 136 | \$ 18,148 | \$ 1,452 | | \$ 1,452 | \$ 19,600 |
| 607 - Attend Project Meetings | 24 | 60 | 40 | | | | 16 | 140 | \$ 20,532 | \$ 1,643 | | \$ 1,643 | \$ 22,175 |
| 608 - Observe Work in Progress | 8 | 20 | 40 | | | | | 68 | \$ 10,220 | \$ 818 | | \$ 818 | \$ 11,038 |
| 609 - Prepare Record Drawings | 8 | 40 | 40 | | | 160 | 4 | 252 | \$ 28,788 | \$ 2,303 | | \$ 2,303 | \$ 31,091 |
| Subtotal | 100 | 275 | 228 | 40 | 155 | 240 | 78 | 1,116 | \$ 142,646 | \$ 11,412 | \$ 21,779 | \$ 33,191 | \$ 175,837 |
| Total | 612 | 875 | 332 | 192 | 772 | 1,346 | 192 | 4,321 | \$ 543,219 | \$ 52,458 | \$ 324,353 | \$ 376,811 | \$ 920,030 |

Amounts shown are fee.

Schedule

| | |
|---|--|
| Draft Concept Design Report | Within 210 calendar days of Notice to Proceed, assuming Right of Entry Agreements and approvals for boring in Santa Maria River are acquired within 30 calendar days of Notice to Proceed. |
| Final Concept Design Report | Within 15 calendar days of receiving comments on the Draft Report |
| Narrative Report | Within 15 calendar days of receiving comments on the Draft Concept Design Report |
| 60% Design Submittal (Last of 5 Bid Packages) | Within 110 calendar days of submitting the Final Concept Design Report |
| 90% Design Submittal (Last of 5 Bid Packages) | Within 155 calendar days of submitting the Final Concept Design Report |
| Final Construction Documents | Within 15 calendar days of receiving comments on the last 90% Design Submittal |

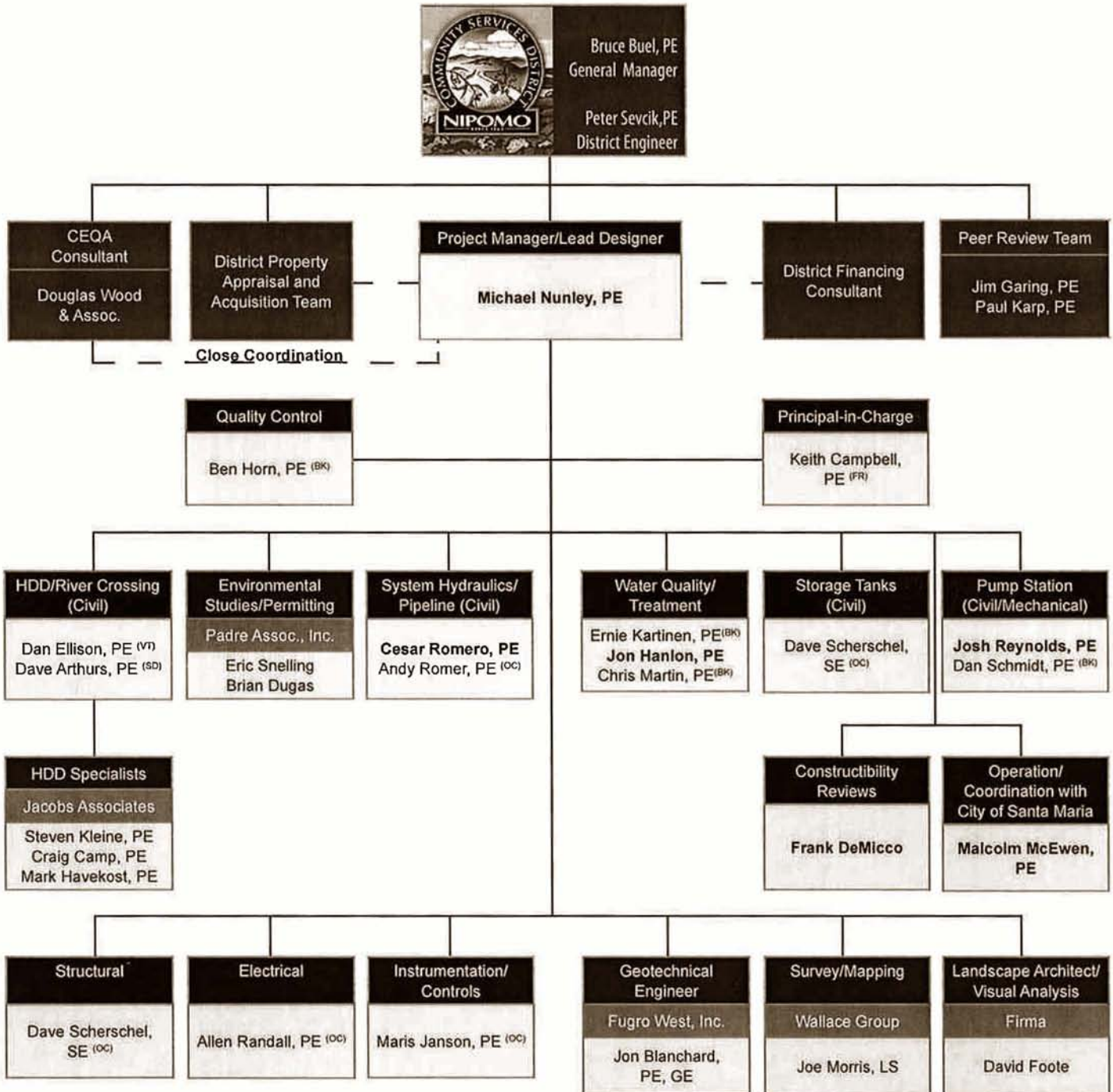
Partial list of factors that could affect this schedule:

- Changes requested by the District
- Negotiations with City of Santa Maria
- Negotiations, review time, or conditions of approval imposed by permitting agencies
- CEQA certification or related delays
- Easement or Right of Entry negotiation
- Value engineering review or peer review process and subsequent design changes as directed by the Board

| ID | Task Name | Duration | Start | Finish | Predecessors | Qtr 2, 2008 | | Qtr 3, 2008 | | | Qtr 4, 2008 | | | Qtr 1, 2009 | | | Qtr 2, 2009 | | | Qtr 3, 2009 | | | Qtr 4, 2009 | | | Qtr 1, 2010 | | | Qtr 2, 2010 | | | Qtr 3, 2010 | | | Qtr 4, 2010 | | | Qtr 1, 2011 | |
|----|---|-----------|--------------|--------------|--------------------|-------------|-----|-------------|-------|-------|-------------|-----|-----|-------------|-----|-----|-------------|-----|-----|-------------|-----|-----|-------------|-----|-----|-------------|-----|-----|-------------|-----|-----|-------------|-----|-----|-------------|-----|-----|-------------|-----|
| | | | | | | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan |
| 1 | Notice to Proceed | 1 day | Wed 6/25/08 | Wed 6/25/08 | | | | 6/25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | Right of Entry Agreements and Coordination | 18 days | Thu 6/26/08 | Mon 7/21/08 | 1 | | | 6/26 | 7/21 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | Permitting and Approvals for Field Work at River | 18 days | Thu 6/26/08 | Mon 7/21/08 | 1 | | | 6/26 | 7/21 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | Concept Design Report | 198 days | Thu 6/26/08 | Mon 3/30/09 | | | | 6/26 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | 101 - Geotechnical Report for HDD Technical Memorandum | 2 mons | Tue 7/22/08 | Mon 9/15/08 | 3 | | | 7/22 | 9/15 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | 102 - Project Bidding Strategy Technical Memorandum | 3 mons | Tue 7/22/08 | Mon 10/13/08 | 3 | | | 7/22 | 10/13 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | 103 - Pipeline Alignment Technical Memorandum | 4 mons | Tue 9/16/08 | Mon 1/5/09 | 14FS-20 days | | | | 9/16 | 1/5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | 104 - Pump Station Design Technical Memorandum | 4 mons | Tue 7/22/08 | Mon 11/10/08 | | | | 7/22 | 11/10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9 | 105 - Reservoir Design Technical Memorandum | 4 mons | Tue 7/22/08 | Mon 11/10/08 | | | | 7/22 | 11/10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10 | 106 - Permitting Strategy Technical Memorandum | 3 mons | Tue 7/22/08 | Mon 10/13/08 | | | | 7/22 | 10/13 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11 | 107 - Chloramination Systems Technical Memorandum | 1.5 mons | Tue 10/14/08 | Mon 11/24/08 | 8FS-20 days | | | | 10/14 | 11/24 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12 | 108 - Back-up Power, Controls, and Instrumentation Technical Memorandum | 1 mon | Tue 11/11/08 | Mon 12/8/08 | 8 | | | | 11/11 | 12/8 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 13 | 109 - Pressure Reduction Study | 1 mon | Thu 6/26/08 | Wed 7/23/08 | 1 | | | 6/26 | 7/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 14 | 110 - Survey and Base Map (by Wallace Group) | 3 mons | Tue 7/22/08 | Mon 10/13/08 | | | | 7/22 | 10/13 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 15 | 111 - Permitting, Field Work and Geotechnical Report (by Fugro) | 3 mons | Tue 7/22/08 | Mon 10/13/08 | | | | 7/22 | 10/13 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 16 | 112 - HDD Technical Support (By Jacob's Associates) | 4.7 mons | Tue 7/22/08 | Fri 11/28/08 | | | | 7/22 | 11/28 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 17 | 113 - Draft and Final Concept Design Report | 1.5 mons | Tue 1/6/09 | Mon 2/16/09 | 5,6,7,8,9,10,11,12 | | | | | 1/6 | 2/16 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 18 | 114 - Narrative Report | 1 mon | Tue 3/3/09 | Mon 3/30/09 | 17FS+10 days | | | | | 3/3 | 3/30 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 19 | Construction Plans and Specifications | 130 days | Tue 2/17/09 | Mon 8/17/09 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 20 | Bid Package 1 - HDD | 4 mons | Tue 2/17/09 | Mon 6/8/09 | 17 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 21 | 60% Submittal | 1 day | Tue 3/31/09 | Tue 3/31/09 | 20SS+1.5 mons | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 22 | 90% Submittal | 1 day | Tue 5/12/09 | Tue 5/12/09 | 20SS+3 mons | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 23 | Bid Package 2 - NCSD System Pipeline Improvements | 6 mons | Tue 2/17/09 | Mon 8/3/09 | 17 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 24 | 60% Submittal | 1 day | Tue 5/12/09 | Tue 5/12/09 | 23SS+3 mons | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 25 | 90% Submittal | 1 day | Tue 6/23/09 | Tue 6/23/09 | 23SS+4.5 mons | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 26 | Bid Package 3 - Blosser Road Water Main and Flow Meter | 4 mons | Tue 2/17/09 | Mon 6/8/09 | 17 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 27 | 60% Submittal | 1 day | Tue 4/28/09 | Tue 4/28/09 | 26SS+2.5 mons | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 28 | 90% Submittal | 1 day | Tue 5/26/09 | Tue 5/26/09 | 26SS+3.5 mons | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 29 | Bid Package 4 - Pump Station and Reservoir | 6 mons | Tue 2/17/09 | Mon 8/3/09 | 17 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 30 | 60% Submittal | 1 day | Tue 5/26/09 | Tue 5/26/09 | 29SS+3.5 mons | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 31 | 90% Submittal | 1 day | Tue 7/7/09 | Tue 7/7/09 | 29SS+5 mons | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 32 | Bid Package 5 - Wellhead Chloramination Improvements | 3.5 mons | Tue 5/12/09 | Mon 8/17/09 | 29SS+3 mons | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 33 | 60% Submittal | 1 day | Tue 6/9/09 | Tue 6/9/09 | 32SS+1 mon | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 34 | 90% Submittal | 1 day | Tue 7/21/09 | Tue 7/21/09 | 32SS+2.5 mons | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 35 | Permitting | 140 days | Tue 1/20/09 | Mon 8/3/09 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 36 | Certify Final EIR | 1 day | Wed 2/11/09 | Wed 2/11/09 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 37 | Complete and submit permit applications | 30 days | Tue 1/20/09 | Mon 3/2/09 | 17FS-1 mon | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 38 | Coordinate with funding agencies | 90 days | Tue 3/3/09 | Mon 7/6/09 | 37 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 39 | Acquire permits and incorporate in final design plans | 20 days | Tue 7/7/09 | Mon 8/3/09 | 38 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 40 | Standard Bid-Construct Process for Underground/Storage Work | 140 days | Thu 5/7/09 | Wed 11/18/09 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 41 | Pre-Qualify Contractors | 2 mons | Thu 5/7/09 | Wed 7/1/09 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 42 | Solicit Bids | 2.35 mons | Tue 8/18/09 | Wed 10/21/09 | 32 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 43 | Award Bids | 1 mon | Thu 10/22/09 | Wed 11/18/09 | 42 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 44 | Turnkey Design-Build Process for HDD Work | 140 days | Thu 5/7/09 | Wed 11/18/09 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 45 | Pre-Qualify Contractors | 2 mons | Thu 5/7/09 | Wed 7/1/09 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 46 | Solicit Bids | 2.35 mons | Tue 8/18/09 | Wed 10/21/09 | 32 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 47 | Award Bids | 1 mon | Thu 10/22/09 | Wed 11/18/09 | 46 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 48 | Construction | 320 days | Thu 7/30/09 | Wed 10/20/10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 49 | Retain Design Firm to Perform Engineering Services During Construction | 5 wks | Thu 7/30/09 | Wed 9/2/09 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 50 | Construct | 12 mons | Thu 11/19/09 | Wed 10/20/10 | 43,4 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| Key Staff Members and Roles | | |
|---|--|--|
| Team Member / Role | Role and Responsibility | Areas of Expertise |
| Mike Nunley, PE Project Manager and Lead Designer | <ul style="list-style-type: none"> Coordinate Pump Station, Storage Tank, and Pipeline design teams Hands-on leadership of the overall pipeline design Coordinate with District staff, financial team, CEQA consultant, property acquisition team, and construction management team | <ul style="list-style-type: none"> 12 years experience in pump station, storage tank, hydraulic analysis, water treatment, and storage tank design, bidding, and construction-phase services Project Manager for Preliminary Engineering Phase of the Waterline Intertie Project. Participant coordination and project management assistance for Nacimien-to Water Project including preparation of schedules, preliminary permits, and alignment |
| Ben Horn, PE Quality Control | <ul style="list-style-type: none"> Guide Quality Control of all Boyle and sub-consultant deliverables | <ul style="list-style-type: none"> 39 years experience in water resource planning and design |
| Keith Campbell, PE Principal-in-Charge | <ul style="list-style-type: none"> Ensure resources are available to meet project schedule | <ul style="list-style-type: none"> Over 24 years experience |
| Dan Ellison, PE HDD/River Crossing Leader | <ul style="list-style-type: none"> Lead Design Engineer for HDD Crossing Guide bidding/construction strategy for HDD. Coordinate specialty HDD sub-consultants' efforts. | <ul style="list-style-type: none"> 27 years experience Expertise in design of Horizontal Direction Drill projects, including Ojai Meiners Sewer Crossing |
| Dave Arthurs, PE HDD/River Crossing | <ul style="list-style-type: none"> Provide constructibility input to HDD plans | <ul style="list-style-type: none"> Experienced contractor and manager in all facets of trenchless construction of sewer, water, gas and oil pipelines |
| Craig Camp, PE (Jacobs Associates) HDD Specialist | <ul style="list-style-type: none"> Lead Jacobs team in providing specialty consulting for HDD design plans and specifications | <ul style="list-style-type: none"> Over 27 years of experience in microtunneling including design, constructibility reviews, and construction Lead preliminary effort for HDD construction waterline intertie project |
| Eric Snelling (Padre Associates) Permitting/Environmental Studies Leader | <ul style="list-style-type: none"> Lead Padre's biological and cultural resources teams Complete permit applications and coordinate with regulatory agencies | <ul style="list-style-type: none"> 14 years experience in environmental analysis, monitoring, and permitting |
| Josh Reynolds, PE Pump Station Design | <ul style="list-style-type: none"> Design pump station | <ul style="list-style-type: none"> Over 8 years of design experience, specializing in pump station design, hydraulic modeling, and construction administration Knowledge of Nipomo CSD system and design standards |
| Cesar Romero, PE Pipeline Engineer | <ul style="list-style-type: none"> Design pipeline and connections to existing NCSD and Santa Maria systems | <ul style="list-style-type: none"> Over 7 years of design experience, specializing in hydraulic modeling, pipeline design, and construction administration |
| Frank DeMicco Constructibility Reviews | <ul style="list-style-type: none"> Perform constructibility reviews Assist with developing a bidding strategy | <ul style="list-style-type: none"> Over 30 years of experience as construction superintendant and manager for major water and wastewater projects (up to 220 MGD) |
| Malcolm McEwen Operation/Coordination with City of Santa Maria | <ul style="list-style-type: none"> Develop water delivery and operations strategy. Continue to coordinate with City Utilities Department staff | <ul style="list-style-type: none"> Over 12 years of experience in water resource planning Developed delivery options for Preliminary Engineering Memorandum |
| Andy Romer, PE Senior Hydraulic and Pipeline Engineer | <ul style="list-style-type: none"> Provide expert guidance in pipeline design and hydraulic analysis | <ul style="list-style-type: none"> 29 years experience. Active on AWWA Steel and Concrete Pipe Committees. 15 articles on pipeline design and author of AWWARF's "External Corrosion and Corrosion Control of Buried Water Mains" |
| Jon Hanlon, PE Water Quality/Treatment | <ul style="list-style-type: none"> Design chemical feed facilities | <ul style="list-style-type: none"> 16 years experience with water treatment and hydraulic systems, including pilot testing, design, and construction services |
| Ernie Kartinen, PE Senior Water Treatment | <ul style="list-style-type: none"> Provide senior-level technical guidance in designing wellhead disinfection systems | <ul style="list-style-type: none"> Over 40 years of experience as a water treatment engineer Expert in disinfection systems |
| Dave Scherschel, SE Senior Storage Tank/ Structural Engineer | <ul style="list-style-type: none"> Develop construction plans for storage tanks and foundations | <ul style="list-style-type: none"> Over 40 years of experience as a storage tank designer Design and construction services for more than 50 water storage reservoir projects |
| Dan Schmidt, PE Senior Pump Station Engineer | <ul style="list-style-type: none"> Provide expert guidance in pump selection and pump station design | <ul style="list-style-type: none"> 43 years experience. Hydraulic and surge design for AVEK DAWN project, SWP Pipeline, NW Feeder, including pump selection and pump station design for these projects |
| Jon Blanchard, PE, GE (Fugro West) Geotechnical Engineer | <ul style="list-style-type: none"> Lead Fugro's geotechnical team Provide recommendations for design of tank, pump stations, pipeline, and HDD crossing | <ul style="list-style-type: none"> Over 20 years experience in geotechnical engineering and construction Led preliminary geotechnical investigations for waterline intertie project |

Team Experience



Local Design: San Luis Obispo Office Staff are indicated in Bold

Boyle Office Locations: Bakersfield (BK)
 Orange County (OC)
 Fresno (FR)
 Ventura (VT)
 San Diego (SD)



Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

- Exhibit "A"** – Scope of Services or Service including Schedule of Submittals
Exhibit "B" – Compensation for Services, Not Exceed Amount, Hourly Rates and Reimbursable Costs
Exhibit "C" - Key Personnel including Design Team Leader and Designated Engineers
Exhibit "D" - [place holder]

THIS AGREEMENT (hereinafter referred to as "Agreement") is made by and between the Nipomo Community Services District, a Community Services District duly existing and operating pursuant to the provisions of Government Code Section 61000 et seq. (hereinafter referred to as "NCSD" or "District") and _____ (herein referred to as "Design Professional"), with reference to the following Recitals:

RECITALS

A. NCSD desires to retain professional engineering services in part to design Phases I and II of the Waterline Intertie Project (hereinafter referred to as "Project"), support Project bidding, and provide engineering services during construction of the Project.

B. NCSD desires to engage Design Professional to provide the above referenced services by reason of its qualifications and experience in performing such services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. **DESIGNATED REPRESENTATIVES.** ~~Bruce Buel~~, District General Manager, ("Contract Administrator") at telephone number (805) 929-1133 is the representative of NCSD and will administer this Agreement for and on behalf of NCSD. _____ at telephone number (805) _____ is the authorized representative for Design Professional. Changes in designated representatives shall be made only after advance written notices to the other party.

2. **NOTICE.** Notices required under this Agreement shall be sent to the following:

NCSD : Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444
Attn: Bruce Buel
Facsimile No. (805) 929-1932

DESIGN PROFESSIONAL:

Attn: _____
Facsimile:(805) _____

Notices given pursuant to this Agreement shall be deemed received as follows:

- (a) If sent by United States Mail - five (5) calendar days after deposit into the United States Mail, first class postage prepaid.
- (b) If by facsimile - upon transmission and actual receipt by the receiving party.
- (c) If by express courier service or hand delivery - on the date of receipt by the receiving party.

The addresses to notices set forth in this Section 2 may be changed upon written notice of such change to either the NCSD or Design Professional, as appropriate.

3. ATTACHMENTS. Attached to this Agreement are the following Exhibits that are incorporated into this Agreement by reference.

- A. **Exhibit "A"** – Scope of Services or Services, including Schedule of Submittals
- B. **Exhibit "B"** – Compensation for Services, Not Exceed Amount, Hourly Rates and Reimbursable Costs
- C. **Exhibit "C"** – Key Personnel including Design Team Leader and Designated Engineers
- D. **Exhibit "D"** – [place holder]

4. SCOPE OF SERVICES.

A. Design Professional agrees to provide the Services and submit deliverables to NCSD in accordance with this Agreement.

B. By executing this Agreement, Design Professional represents that Design Professional (a) has thoroughly investigated and considered the Scope of Services referenced in the Agreement to be performed; (b) has carefully considered how the services should be performed; (c) fully understands the difficulties and restrictions attending performance of the services under this Agreement; and (d) that the "Not to Exceed Amount" is adequate for the Services to be performed by Design Professional.

5. TERM. Design Professional shall commence performance within five (5) days of NCSD's Notice to Proceed and unless otherwise directed in writing by NCSD or unless earlier terminated as provided in this Agreement, shall complete performance and make deliverables in accordance with Exhibit "A".

6. COMPENSATION OF DESIGN PROFESSIONAL.

A. Design Professional will be paid for the Services provided to NCSD on a time and material basis pursuant to the hourly rates and reimbursable expenses referenced in Exhibit "B", subject to the Not to Exceed Amount of _____.

B. Design Professional shall submit invoices no more often than monthly for Services performed and Reimbursable Expenses incurred. Each invoice shall identify the person providing the service, the services performed, the amount of time spent on performing the services. Additionally, each invoice shall reflect the percentage of completion of each Task and the remaining budget ("Not to Exceed Amount").

C. NCSD shall review each invoice submitted by Design Professional to determine whether it accurately reflects the Services performed and Reimbursable Expenses incurred in compliance with the provisions of this Agreement. In the event no charges or expenses are disputed, the invoice shall be approved and paid within forty five (45) days of receipt of the invoice. In the event NCSD disputes any charge or expenses, it shall return the original invoice to Design Professional for correction and resubmission, however, the undisputed amount shall be paid as indicated above. Disputed amounts shall be resolved pursuant to paragraph 21, below.

D. NCSD shall not pay Design Professional more than the Not-to-Exceed Amount without the prior written authorization of the NCSD. In order for NCSD to increase the Not-To-Exceed Amount Design Professional shall promptly notify the NCSD and prior to the expenditure of sixty percent (60%) of the budget for each Task, for which Design Professional seeks to increase the Not to Exceed Amount, identify and document how circumstances beyond its reasonable control have increased the time and/or costs of performing the Services beyond the amounts identified in Exhibit "B". The NCSD retains the discretion to: deny the request, to increase the Not to Exceed Amount, or amend the Scope of Services.

E. Payment to Design Professional shall be full compensation for all personnel, materials, supplies, and equipment used in carrying out the Services.

F. Payment of an invoice by NCSD shall not constitute acceptance of defective Services, and NCSD's failure to discover or object to any unsatisfactory Services or billing prior to payment will not constitute a waiver of NCSD's right to:

1. Require Design Professional to correct such work or billings; or
2. Seek any other legal remedy.

G. NCSD may withhold, or on account of subsequently discovered evidence nullify, the whole or a part of any payment to such extent as may be necessary to protect NCSD from loss, including costs and attorneys' fees, on account of (1) defective or deficient work product not remedied; (2) subsequently discovered errors in invoices previously paid; (3) claims filed or reasonable evidence indicating probable filing of a

claim or claims; (4) failure of Design Professional to make payments properly to its employees or sub-Design Professionals; or (5) Design Professional's failure to adhere to the Schedules or to achieve sufficient progress with the Services such that Design Professional is unlikely to achieve timely completion.

7. STATUS OF DESIGN PROFESSIONAL.

A. Design Professional is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of NCSD. Design Professional shall have no authority to bind NCSD in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against NCSD, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by NCSD.

B. The personnel performing the services under this Agreement on behalf of Design Professional shall at all times be under Design Professional's exclusive direction and control. Neither NCSD, nor any elected or appointed boards, officers, officials, employees or agents of NCSD, shall have control over the conduct of Design Professional or any of Design Professional's officers, employees or agents, except as set forth in this Agreement. Design Professional shall not at any time or in any manner represent that Design Professional or any of Design Professional's officers, employees, subcontractors, or agents are in any manner officials, officers, employees or agents of NCSD.

C. Neither Design Professional, nor any of Design Professional's officers, employees, subcontractors, or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to NCSD's employees. Design Professional expressly waives any claim Design Professional may have to any such rights.

8. PERFORMANCE STANDARDS.

A. Compliance with laws. Design Professional shall (and shall cause its agents and sub-contractors), at its sole cost and expense, to comply with NCSD, County, State and Federal ordinances, regulations and statutes now in force or which may hereafter be in force with regard to the Services referenced in this Agreement, provided, however, that any change in ordinance, regulation, or statute, that occurs subsequent to the execution of the Agreement, that significantly affects the cost or schedule of the Services may be brought to the attention of NCSD as a request for extra services. If NCSD agrees that there is a significant change required in the Services on account of the change, NCSD and Design Professional shall negotiate a mutually agreeable adjustment to the schedule and/or compensation. The judgment of any court of competent jurisdiction, or the admission of Design Professional in any action or proceeding against Design Professional, whether NCSD be a party thereto or not, that Design Professional has violated any such ordinance or statute, shall be conclusive of that fact as between Design Professional and NCSD. Except as provided above, any corrections to Design Professional's Services which become necessary as a result of

the Design Professional's failure to comply with these requirements shall be made at Design Professional's expense.

B. **Standard of Performance.** Design Professional represents that it has, or will have, the skills, expertise, allotted staff time and licenses necessary to perform the Services required under this Agreement. Design Professional shall perform all such Services in the manner and according to the standards observed by professionals experienced in providing Services identified in the Agreement. All documents and services of whatsoever nature that Design Professional delivers to NCSD pursuant to this Agreement shall conform to the standards of quality normally observed by professionals experienced in providing Services identified in the Agreement. Design Professional shall promptly correct or revise any errors or omissions at NCSD's request without additional compensation. Licenses required to perform such services shall be obtained and maintained by Design Professional without additional compensation throughout the term of this Agreement

C. Design Professional shall examine carefully all documents, including studies, reports and materials, prepared by NCSD Staff or other NCSD design professionals, (collectively "District Materials") provided by NCSD to Design Professional. District Materials provided to Design Professional are believed by NCSD to reflect the conditions or data contained therein; but delivery is neither intended or to be inferred that conditions or data, as shown in the District Materials, constitute a representation by NCSD that such conditions or data are true and correct. It is expressly understood and agreed by Design Professional that the NCSD assumes no responsibility whatsoever with respect to the sufficiency or accuracy of the information contained in District Materials. Design Professional shall satisfy itself through its own investigations as to whether or not the conditions or data contained in District Materials are true and correct. The Design Professional's reliance on NCSD supplied materials will not, in any way, relieve Design Professional from any risk for properly fulfilling the terms of this Agreement.

D. **Professional Seal.** Design Professional shall have documents stamped by registered professionals, at Design Professional's cost when required by prevailing law, usual and customary professional practice, by NCSD, or by any governmental agency having jurisdiction over the project to which the Scope of Services relate.

9. TAXES. Design Professional shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Design Professional.

10. CONFLICT OF INTEREST. Design Professional covenants that neither it, nor any officer or principal of its firm, or subcontractors retained by Design Professional has, or shall acquire any interest, directly or indirectly, which would conflict in any manner

with the interests of NCSD or which would in any way hinder Design Professional's performance of services under this Agreement. Design Professional further covenants that in the performance of the Services, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the prior express written consent of the NCSD Manager. Design Professional agrees to at all times avoid conflicts of interest, with the interests of the NCSD in the performance of the Services. The NCSD may require Design Professional to file a Form 700 Statement of Economic Interests pursuant to the Fair Political Practices Act. Examples of Form 700 Statements are available on the web at <http://www.fppc.ca.gov/forms>

11. RESPONSIBILITIES OF NCSD. NCSD shall provide District Materials requested by Design Professional that are reasonably necessary to perform the services provided herein.

12. OWNERSHIP OF DOCUMENTS. All reports, documents, drawings, photographs, videotape, specifications, data, and other instruments of professional service, in paper and electronic form, whether in draft or final, prepared by Design Professional during the performance of this Agreement (the "Documents") shall be and become the property of NCSD. Design Professional shall deliver the Documents to the NCSD promptly upon completion of the Services or termination of this Agreement, for any reason, whichever shall occur first. However, Design Professional shall not be liable for NCSD's use of documents and instruments of professional service if used for other than the Services referenced in Agreement. Design Professional shall not release Documents to third parties without the prior written authorization of NCSD.

13. RECORDS, AUDIT AND REVIEW. Design Professional and Design Professional's subcontractors shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Design Professional's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. NCSD shall have the right to audit and review all such documents and records at any time during Design Professional's regular business hours or upon reasonable notice.

14. INDEMNIFICATION.

A. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782.8). Design Professional shall defend (with legal counsel reasonably acceptable to the NCSD) indemnify and hold harmless the NCSD and its officers, agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Design Professional or its subconsultants), expense and liability of every kind, nature and description (including, without limitation, fines, penalties, incidental and consequential damages, court costs, attorneys fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith, and costs of investigation), that

arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of such Indemnitee.

B. To the extent there is an obligation to indemnify under this section 14, Design Professional shall be responsible for incidental and consequential damages resulting from Design Professional's negligence, recklessness, or willful misconduct.

C. Nothing contained in the foregoing indemnity provisions shall be construed to require Design Professional to indemnify NCSD, against any responsibility or liability in contravention of Civil Code §2782.8.

D. Design Professional agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subconsultant/subcontractor or any other person or entity involved by, for, with or on behalf of Design Professional in the performance of this Agreement. If Design Professional fails to obtain such indemnity obligations from others as required, Design Professional shall be fully responsible for all obligations under this Section. The NCSD's failure to monitor compliance with this requirement imposes no additional obligations on the NCSD and will in no way act as a waiver of any rights hereunder. The obligation to indemnify and defend the NCSD as set forth herein is binding on the successors, assigns or heirs of Design Professional and shall survive the termination of this Agreement or this section.

E. Neither termination of this Agreement or completion of the Scope of Services under this Agreement shall release Design Professional from its obligations of Section 14 as to any claims, so long as the event upon which such claims is predicated shall have occurred prior to the effective date of any such termination or completion and arose out of or was in any way connected with performance or operations under this Agreement by Design Professional, its employees, agents or subconsultants / subcontractors, or the employee, agent or consultant of any one of them.

F. Submission of insurance certificates or submission of other proof of compliance with the insurance requirements in this Agreement does not relieve Design Professional from liability referenced in this Section 14. The obligations of this section shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

15. INSURANCE.

A. Design Professional and its subconsultants/subcontractors shall procure and maintain insurance with companies authorized to do business in the State of California and assigned an A.M. Best's rating of no less than A-(IX), the following insurance coverage on an "occurrence basis", written on the ISO form shown below (or its equivalent) at the limits of liability specified for each:

| | |
|---|---|
| General Liability Insurance (Including coverage for premises, products and completed operations, independent Design Professionals/vendors, personal injury and contractual obligations with combined single limits of coverage of at least | \$ 2 Million per occurrence. \$ 4 Million in the aggregate |
| (ISO Form CG001 11/85) Commercial Automobile Liability Insurance | \$ 1 Million per accident |
| (ISO Form CA001 12/90) Workers' Compensation Insurance | Statutory |
| Employer's Liability Insurance | \$ 1 Million policy limit |
| Professional Liability Insurance | \$ 3 Million per claim \$ 5 Million in the aggregate |

B. The General and Commercial Automobile liability policies shall be endorsed to include the following:

(1) NCSD, its officers, directors, employees and agents shall be named as Additional Insureds; and

(2) This policy shall be considered primary insurance with respect to the NCSD, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the NCSD, including any self-insured retention the NCSD may have, shall be considered excess insurance only and shall not contribute with it .

(3) This insurance shall act for each insured and Additional Insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

(4) If not covered separately under a business automobile liability policy, the general liability policy shall also be endorsed to include non-owned and hired automobile liability.

(5) The insurer waives all rights of subrogation against the NCSD, its elected or appointed officers, officials, employees or agents.

C. Prior to commencing work under this Agreement, Design Professional shall provide NCSD with Certificates of Insurance evidencing compliance with the foregoing requirements, accompanied by copies of the required endorsements. Certificates of Insurance for commercial general liability, automobile liability, workers' compensation, employer's liability, and professional liability insurance shall specify that the insurer shall give NCSD thirty (30) days advance written notice by the insurer prior to cancellation of the policy except ten (10) days for nonpayment of premium.

D. All insurance coverage required hereunder shall be kept in full force and effect for the term of this Agreement. Professional liability insurance shall be maintained for an additional, uninterrupted period of three (3) years after termination of this Agreement, provided such insurance is commercially available at rates reasonably comparable to those currently in effect. Certificates of Insurance evidencing renewal of the required coverage shall be provided within ten (10) days of the expiration of any policy at any time during the period such policy is required to be maintained by Design Professional hereunder. Any failure to comply with this requirement shall constitute a material breach of this Agreement.

16. PERSONNEL. The Design Professional represents that it has, or will secure at its own expense, all personnel, sub-consultants and/or subcontractors required in performing the Services under this Agreement. All of the Services required hereunder will be performed by the Design Professional or under Design Professional's supervision, and all personnel engaged in the work shall be qualified to perform such Services.

17. CONTINUITY OF PERSONNEL.

A. The NCSD desires that Design Professional be committed to providing the Design Team Leader and Designated Engineers referenced in Exhibit "C" for the duration of the Services to be performed pursuant to this Agreement (herein "Key Personnel"). The Key Personnel will work closely with NCSD and its representatives. Design Professional will not change the Key Personnel without providing the NCSD with notice and the opportunity to review the qualifications of the person proposed to replace one or more of the Key Personnel. Design Professional will not appoint a Key Personnel replacement to whom NCSD has an objection.

B. In the event that Design Team Leader (designated in Exhibit "C") ceases to act as the Team Leader (except for death or incapacitating illness, as determined by a licensed physician), before the completion of the Services, the Parties recognize the NCSD will suffer additional costs and delays in the Engineering Services contemplated in this Agreement and that the value of those costs and delays may be difficult to establish. Accordingly, if Design Team Leader ceases to act as the Team Leader, except as provided above, Design Professional shall pay NCSD fifty thousand dollars (\$50,000), as liquidated damages and not as a penalty.

C. The damages described in the preceding paragraph are to compensate NCSD only for costs and delays attributable to the Team Leader's departure. They do not affect any right that NCSD may have to recover other damages in connection with Design Professional's performance under this Agreement. NCSD may deduct said damages referenced in the preceding paragraph from invoices submitted by Design Professional for payment.

D. In the event that NCSD agrees that Design Professional may replace Key Personnel, NCSD shall not be charged any fees or reimbursable expenses in

connection with that transition, including the cost of having the new Key Personnel become familiar with the Services to be performed pursuant to this Agreement, or any other related matter.

18. TEMPORARY SUSPENSION. The NCSD's Contract Administrator shall have the authority to suspend this Agreement and the services contemplated herein, wholly or in part, for such period as he/she deems necessary due to unfavorable conditions or to the failure on the part of the Design Professional to perform any provision of this Agreement. Design Professional will be paid for services performed through the date of temporary suspension. In the event that Design Professional's services hereunder are delayed for a period in excess of six (6) months due to causes beyond Design Professional's reasonable control, then the Not to Exceed Amount shall be subject to renegotiation.

19. TERMINATION.

A. If Design Professional at any time refuses or neglects to perform the Services in a timely fashion or in accordance with the Schedule referenced in Scope of Work, or is adjudicated a bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without NCSD's written consent, or fails to make prompt payment to persons furnishing labor, equipment, or materials, or fails in any respect to properly and diligently prosecute the Services, or otherwise fails to perform fully any and all of the Agreements herein contained, Design Professional shall be in default.

B. If Design Professional fails to cure the default within seven (7) days after written notice thereof, NCSD may, at its sole option, take possession of any documents, files (including CAD and other electronic files), or other materials prepared or used by Design Professional in connection with the Services and (a) provide any such services, labor, or materials as may be necessary to overcome the default and deduct the cost thereof from any money then due or thereafter to become due to Design Professional under this Agreement; or (b) terminate Design Professional's right to proceed with the Services.

C. In the event NCSD elects to terminate this Agreement, NCSD shall have the right to immediate possession of all Documents and other work in progress prepared by or on behalf of Design Professional, whether located at the NCSD Office, at Design Professional's place of business, or at the offices of a subcontractor, and may employ any other person or persons to provide the Services and provide the materials therefore. In case of such default termination, Design Professional shall not be entitled to receive any further payment under this Agreement until the Services are completely finished. At that time, if the unpaid balance of the amount to be paid under this Agreement exceeds the expenses incurred by NCSD in obtaining Services, such excess shall be paid by NCSD to Design Professional, but, if such expense shall exceed such unpaid balance, then Design Professional shall promptly pay to NCSD the amount by which the expenses exceeds the unpaid balance. The expense referred to

in the last sentence shall include expenses incurred by NCSD in obtaining the Services from others, for attorneys' fees, and for any damages sustained by NCSD by reason of Design Professional's default or defective Services.

D. In addition to the foregoing right to terminate for default, NCSD reserves the absolute right to terminate the Services authorized by this Agreement without cause ("Terminate for Convenience"), upon 72-hours' written notice to Design Professional. In the event of termination without cause, Design Professional shall be entitled to payment in an amount not to exceed the Not to Exceed Amount referenced in the Scope of Work, which shall be calculated as follows: (1) Payment for any Services then satisfactorily completed and accepted by NCSD, plus (2) Reimbursable Costs actually incurred by Design Professional; plus (3) reasonable termination costs incurred by Design Professional solely on account of the termination for convenience. There shall be deducted from such sums as provided in this section the amount of any payment made to Design Professional prior to the date of termination of the Services. Design Professional shall not be entitled to any claim or lien against NCSD or the proposed project for any additional compensation or damages in the event of such termination and payment. In addition, the NCSD's right to hold funds pursuant to Section 6 G shall be applicable in the event of a termination for convenience.

E. If this Agreement is terminated by NCSD for default and it is later determined that the default termination was wrongful, such termination automatically shall be converted to and treated as a Termination for Convenience under Section D, above, and Design Professional shall be entitled to receive only the amounts payable hereunder in the event of a Termination for Convenience.

F. Should NCSD fail to pay Design Professional undisputed payments set forth in Section 6 above, Design Professional may, at Design Professional's option, suspend its services if such failure is not remedied by NCSD within thirty (30) days of written notice to NCSD of such late payment.

20. BREACH OF LAW. In the event the Design Professional or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public Design Professional or Design Professional; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraphs 10, 24, 25, 26 or 27 of this Agreement; or for any other cause the NCSD determines to be so serious and compelling as to affect Design Professional's responsibility as a public Design Professional or Design Professional, including but not limited to, debarment by another governmental agency, then the NCSD reserves the unilateral right to terminate this Agreement, seek indemnification and/or to impose such other sanctions (which may include financial sanctions,

temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper.

21. DISPUTED INVOICES Unless otherwise agreed to in writing the following sections shall apply only to disputes related to non-payment of disputed amounts as referenced in paragraph 6, above:

A. The Parties agree in good faith to attempt to resolve amicably disputed amounts. In the event that any dispute cannot be resolved through direct discussions, the Parties agree to endeavor to settle the dispute by mediation. Either Party may make a written demand for mediation, which demand shall specify the facts of the dispute. The matter shall be submitted to a mediator who shall hear the matter and provide an informal nonbinding opinion and advice in order to resolve the dispute. If the Parties are unable to agree on a mediator, then either Party can request the Presiding Judge of the San Luis Obispo County Superior Court to appoint a mediator. Said appointment shall be binding on the Parties. The mediator's fee shall be shared equally by the Parties. If the dispute is not settled by mediation, then the Parties agree to submit the dispute to binding arbitration as provided in Section B, below.

B. Either Party may demand arbitration by filing a written demand with the other Party within thirty (30) days from the date of the informal non-binding opinion of the mediator, in accordance with the prevailing provisions of the California Arbitration Act at the time of the written demand. The arbitration procedures are as follows:

(1) The parties may agree on one arbitrator. If they cannot agree on one arbitrator, there shall be three: one named in writing by each of the parties within five days after demand for arbitration is given, and a third chosen by the two appointed. Should either party refuse or neglect to join in the appointment of the arbitrator(s) or to furnish the arbitrator(s) with any papers or information demanded, the arbitrator(s) may proceed ex parte.

(2) A hearing on the matter to be arbitrated shall take place before the arbitrator(s) within the County of San Luis Obispo, state of California, at the time and place selected by the arbitrator(s). The arbitrator(s) shall select the time and place promptly and shall give each party written notice of the time and place at least sixty (60) days before the date selected. The procedures of the California Arbitration Act are incorporated herein by reference.

(3) If there is only one arbitrator, his or her decision shall be binding and conclusive on the parties, and if there are three arbitrators, the decision of the two shall be binding and conclusive. The submission of a dispute to the arbitrator(s) and the rendering of a decision by the arbitrator(s) shall be binding on the parties. A judgment confirming the award may be given by any Superior Court having jurisdiction, or that Court may vacate, modify, or correct the award in accordance with the prevailing provision of the California Arbitration Act.

(4) If three arbitrators are selected, but no two of the three are able to reach an agreement regarding the determination of the dispute, then the matter shall be decided by three new arbitrators who shall be appointed and shall proceed in the same manner, and the process shall be repeated until a decision is agreed on by two of the three arbitrators selected.

(5) The costs of the arbitration shall be borne by the losing party or shall be borne in such proportions as the arbitrator(s) determine(s).

22. PROGRESS AND PERFORMANCE OF SERVICES. No claim, potential claim, dispute or controversy, except non-payment by NCSD of undisputed amounts, shall interfere with the progress and performance of the Services or any changes thereto, and Design Professional shall proceed as directed by the NCSD in all instances with its Services, including any disputed Services, or any changes thereto and any failure of Design Professional to proceed shall be deemed a material breach of this Agreement entitling NCSD to all remedies available under Section 19 or other provision of the Agreement and/or applicable law. Except as provided elsewhere in this Agreement, NCSD shall continue to make payments in accordance with the Agreement.

23. NCSD NOT OBLIGATED TO THIRD PARTIES. NCSD shall not be obligated or liable for payment hereunder to any party other than the Design Professional.

24. NON-DISCRIMINATION. Design Professional shall not discriminate in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with, or related to, the performance of this Agreement.

25. UNAUTHORIZED ALIENS. Design Professional hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Design Professional so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against NCSD for such use of unauthorized aliens, Design Professional hereby agrees to and shall reimburse NCSD for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by NCSD. Design Professional shall comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein.

26. PREVAILING WAGE. Design Professional shall keep informed and take all measures necessary to ensure compliance with Labor Code requirements, including, but not limited to Section 1720 et seq. of the Labor Code regarding public works, limitations on use of volunteer labor (Labor Code Section 1720.4) and payment of prevailing wages to workers and professionals for work done under this Agreement, as determined by the Director of Industrial Relations of the State of California pursuant to

California Labor Code Part 7, Chapter 1, Article 2. Copies of prevailing wage determinations are on file at NCSD offices or otherwise available on the Web at www.cslp.ca.gov.

27. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

A. All information gained or work product produced by Design Professional in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Design Professional. Design Professional shall not release or disclose any such information or work product to persons or entities other than NCSD without prior written authorization from the NCSD Manager, except as may be required by law.

B. Design Professional, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the NCSD Manager or unless requested by the NCSD Legal Counsel of NCSD, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Design Professional gives NCSD notice of such court order or subpoena.

C. If Design Professional, or any officer, employee, agent or subcontractor of Design Professional, provides any information or work product in violation of this Agreement, then NCSD shall have the right to reimbursement and indemnity from Design Professional for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Design Professional's conduct.

D. Design Professional shall promptly notify NCSD should Design Professional, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. NCSD retains the right, but has no obligation, to represent Design Professional or be present at any deposition, hearing or similar proceeding. Design Professional agrees to cooperate fully with NCSD and to provide NCSD with the opportunity to review any response to discovery requests provided by Design Professional. However, this right to review any such response does not imply or mean the right by NCSD to control, direct, or rewrite said response.

28. ASSIGNMENT. The expertise and experience of Design Professional are material considerations for this Agreement. NCSD has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Design Professional under this Agreement. In recognition of that interest, Design Professional shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Design Professional's duties or obligations under this Agreement without the prior written consent of the NCSD Board of

Directors. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling NCSD to any and all remedies at law or in equity, including summary termination of this Agreement. NCSD acknowledges, however, that Design Professional, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

29. COSTS AND ATTORNEY'S FEES. Except for disputes that are resolved by non-binding mediation, the prevailing party in any action between the parties to this Agreement brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorney's fees expended in connection with such an action from the other party.

30. SECTION HEADINGS. The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

31. SEVERABILITY. If any term, provision or any portion of a provision contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such term, provision or portion of a provision shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect the remaining portion of the provision or any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable term, provision or any portion of a provision had not been contained herein.

32. REMEDIES NOT EXCLUSIVE. Except for (a) disputes related solely to the payment for Services performed by Design Professional and (b) the termination provisions of Section 19 (E), no remedy herein conferred upon or reserved to the Parties is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

33. NONEXCLUSIVE AGREEMENT. Design Professional understands that this is not an exclusive Agreement and that NCSD shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Design Professional as the NCSD desires.

34. NON-LIABILITY OF NCSD OFFICERS AND EMPLOYEES. No officer or employee of NCSD will be personally liable to Design Professional, in the event of any default or breach by the NCSD or for any amount that may become due to Design Professional.

35. INTERPRETATION OF THIS AGREEMENT. The parties acknowledge that each party and its attorney had the opportunity to review, negotiate and revise this Agreement and that the normal rule of construction to the effect that any ambiguities are

to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with the obligations contemplated by this Agreement.

36. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement and each covenant and term is a condition herein.

37. NO WAIVER OF DEFAULT. No delay or omission of NCSD to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default of an acquiescence therein; and every power and remedy given by this Agreement to NCSD shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of NCSD.

38. EXTRA SERVICES.

A. Should Design Professional propose to provide services that NCSD considers to be beyond the Scope of Services, Design Professional shall present a written request to amend the Scope of Services and a proposal for compensation for additional services to the NCSD. The NCSD Contract Administrator will make due consideration of the request to amend the Scope of Services and compensation for additional services. Design Professional shall not provide additional services until Design Professional has received a written amendment to this Agreement. . Should Design Professional elect to proceed prior to the amendment being approved by the NCSD for additional services, the Design Professional does so at Design Professional's own risk and with the understanding that the NCSD will not be obligated for payment of additional compensation.

B. Should NCSD request Design Professional to provide services that are beyond the Scope of Services, Design Professional shall provide the NCSD with a written proposal for additional services. The NCSD will make due consideration of the proposal. Design Professional shall not provide additional services until Design Professional has received a written amendment to this Agreement. Should Design Professional elect to proceed prior to the amendment being approved by the NCSD for additional services, the Design Professional does so at Design Professional's own risk and with the understanding that the NCSD will not be obligated for payment of additional compensation.

39. ENTIRE AGREEMENT AND AGREEMENT. In conjunction with the matters considered herein, this Agreement contains the entire understanding and Agreement of the parties and there have been no promises, representations, Agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert

that this Agreement was modified, canceled, superseded, or changed by any oral Agreements, course of conduct, waiver or estoppel.

40. SUCCESSORS AND ASSIGNS. All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

41. CALIFORNIA LAW. This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of San Luis Obispo, if in state court, or in the federal court nearest to San Luis Obispo County, if in federal court.

42. EXECUTION OF COUNTERPARTS. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

43. PRECEDENCE. In the event of a conflict between the Exhibits and this Agreement, the provisions of this Agreement shall control.

44. RECITALS. Recitals A through B are incorporated herein by reference as though set forth at length.

45. AUTHORITY TO EXECUTE. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Design Professional hereby warrants that it shall not have breached the terms or conditions of any other contract or Agreement to which Design Professional is obligated, which breach would have a material effect hereon.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by the NCSD.

DESIGN PROFESSIONAL:

By: _____

Name: _____

Title: _____

Date: _____

NIPOMO COMMUNITY SERVICES DISTRICT:

Michael Winn, President
Nipomo Community Service District
Board of Directors

Date: _____

ATTEST:

Donna K. Johnson, Secretary
to the Board of Directors

Date: _____

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